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THE SOLICITORS' JOURNAL.

LONDON, DECEMBER 4, 1858.

TRADE PROTECTION JOURNALS.

A pamphlet recently published by Mr. Ford has recalled attention to a rather perplexing subject, which was the occasion of an able discussion at the late meeting of the Metropolitan and Provincial Law Society. Certain journals, of which "Perry's List" may be taken as the type, have been in the habit of collecting and publishing, for the information of all people concerned, and a great many who are not concerned at all, the particulars of warrants of attorney, bills of sale, judges' orders, and other documents, which the law requires to be registered as a safeguard against fraudulent preferences. Ought this practice to be encouraged or put down, or should a medium course be taken, by throwing pecuniary or other obstacles in the way of publications which cannot be directly suppressed? These are the questions which Mr. Ford raises, and which he answers in a sense decidedly unfavourable to the class of journals in question.

To a great extent we can go with Mr. Ford's argument. He says—we think with perfect accuracy—that the object of requiring certain proceedings to be registered was, to give notice to those creditors against whom they might be used as instruments of fraud, and not to destroy the credit of the parties concerned by sticking their names into a pillory like "Perry's List." In fact, if the Legislature had thought so extended a publicity desirable, why should they not have directed an official publication in the Gazette? It seems clear, therefore, that the journals which Mr. Ford deprecates have carried publicity further than the Legislature contemplated; and that, if their utility is thought to outweigh the admitted wrong which they often perpetrate, their functions ought, on principle, to be assumed by an official publication. This, however, would not meet Mr. Ford's purpose, which is to restrict the publicity already attained. On the practical part of the question we cannot altogether agree with Mr. Ford's views. We don't believe that it will be possible to put down the journals, and at the same time to preserve the safeguard of registration. No scale of searching-fees which would be submitted to by creditors seeking legitimate information would be likely to stop the issue of journals which are convenient enough to be certain of a sale, even at a higher price than they now command. Unlimited publicity, such as we now have, or absolute secrecy, may easily be secured by Act of Parliament, but it would tax the ingenuity of the law officers of the Crown to frame a Bill which should give every facility of information to all persons who have a right to seek it, and, at the same time, should exclude those who are prompted to study the register for the sake of curiosity or profit. Men of business will, perhaps, be content to take the good and the evil together, for it seems to be admitted, even by those who speak most strongly of the undeserved hardship often inflicted by unlimited publicity, that a return to a system of secret cognovits and bills of sale is neither possible nor desirable.

The discussion, however, opens a wider and more debateable question. If, upon the whole, it is thought right to suffer the publication of such particulars as are contained in the Trade Protection Journals, an obvious analogy has suggested to some minds that it would be only fair to throw as much daylight upon every transaction by which money may be raised. A merchant who has a freehold estate in Surrey may borrow as much money as he pleases upon it without any one being the wiser, though if his land happen to lie in Middlesex he can only venture on a mortgage at the risk of having his commercial credit blown upon by the Protection Journals. Are we to have universal publicity of every pecuniary transaction in which a trader may engage, or, if not, on what principle is the line to be drawn between matters that ought to be revealed to the world, and transactions which may be permitted to be buried in oblivion? Men who pride themselves on consistency of theory may be found to advocate a system, under which everybody should be compelled to publish all his most private affairs. But few practical men of business would fail to see the impossibility of such perfect ingenuousness. It may be said that no man ought to enjoy any higher credit than he would be able to command if his dealings were all placarded on the Exchange, and advertised in the *Times*. But in the world as it is, no credit could long sustain such an ordeal. Credit is in some measure a superstition founded on a general basis of fact, but sustaining itself under circumstances which, if blazoned abroad, would bring the soundest and the strongest houses to the ground. Probably the best firms in the City have passed through times when entire publicity would have been fatal to them; and if every mode of reinforcing capital were as open to the world as a loan on the security of goods, or even as a mortgage of land in a register county, either we must become less exacting in our estimate of what is necessary for commercial stability, or else the failure of the most powerful houses would be an event of greater frequency than it is.

The very same injury which all would suffer from entire publicity, is felt in an aggravated form by those whose circumstances compel them occasionally to resort to the tabooed securities which the law has branded with the opprobrium of registration. It would be easy to multiply cases such as Mr. Ford mentions, where registration, and (what we conceive to be its inevitable consequence) publication in a Trade Protection Journal have worked the ruin of honest traders who might otherwise have maintained their credit unimpaired. Nothing can be more unjust than to assume that a man who consents to a judge's order, or executes a bill of sale, must needs be a rogue or an insolvent. But in legislation broad results alone can be regarded, and these are, perhaps, enough to justify a law which throws a shield of secrecy over a mortgage of land, while it publishes, without remorse, every bill of sale of goods, and every judgment by consent. It is notorious that no man raises money by such means as these, until every other resource is exhausted; and, however unjust it may be in particular cases, it is not much wrong, as a

general inference, to regard them as indications of something like insolvency. The idea of the law, so far as any consistent idea can be traced, seems to be to publish all securities which are likely to be used in anticipation of insolvency as devices for defeating creditors, and to permit all other loan transactions to remain undivulged. The principle is a good one, and the hardships which Mr. Ford points out seem to be inevitable. The fault is not that the line is drawn on a wrong theory, but that any line between transactions allowed to be secret, and those where registration is compelled, must leave on the safe side many individual cases which richly deserve all the publicity that could be given, and consign to the mercies of Perry's list others of the most unimpeachable character. These are defects inherent in any legislation of the kind, and, unless we are prepared for universal secrecy, or universal publicity, some such hardship must be occasionally endured. Such anomalies as registration in one county, and no registration in the next, of course are indefensible; and, on the other hand, it may be admitted that the wholesale reproduction of the registers in weekly sheets, is an abuse. But, though the first anomaly might be remedied without much difficulty, the nuisance of excessive publicity in the trade journals, if not entirely compensated by the good service which they often do, must, we fear, be borne as an inseparable adjunct of the registration which no one would wish to abolish.

CRUELTY AND CONDONATION.

In order properly to conduct that important and increasing branch of business, the management of causes in the Divorce Court, it is necessary that solicitors should make themselves familiar with the general principles enunciated by the Judge, and also with the practical modifications which those principles are likely to undergo when applied to the facts of a particular case by a jury of ordinary feelings and intelligence. The case of *Marchmont* v. *Marchmont*, which formed for eight days the leading feature in the law reports of the morning journals, must not be regarded merely as a tedious and disgusting chronicle of bickerings between a married couple, in which both sides were very much, and perhaps equally, to blame. The weary progress of the trial was relieved on the last day by a valuable exposition from the Judge of the rules which have been laid down by eminent civilians for determining what is legal cruelty. Both the summing-up of Sir C. Cresswell, and the verdict of the jury, with its abortive attempt at what they deemed an equitable compromise, deserve to be studied and remembered by every practitioner who is at all liable to the misfortune of being consulted by such a client as Mr. or Mrs. Marchmont. We say misfortune, because the single redeeming feature about such an odious professional duty must be, that both parties are able, and probably, while their angry passions still glow, would be willing, to pay handsomely for the privilege of fighting out their quarrel in a public court. Surely if there ever were bills of costs which the taxing officer ought to deal with in a liberal and indulgent spirit, they are those of the solicitors who reduced into the shape of briefs for counsel the opposite versions of eight months' petty wrangling, folly, and mutual abuse and violence.

In the view of judges who presided over the old tribunals, cruelty, such as to afford ground for a judicial separation, appears to have been of a graver character than any of the acts proved against Mr. Marchmont. The authorities speak of "an absolute impossibility that the duties of the married life can be discharged," and of a state of personal danger in which the duty of self-preservation takes the first place. Now, without intending in the least to excuse the conduct of Mr. Marchmont, and certainly entertaining not the smallest admiration for his character, it nevertheless occurs to us as an obvious remark, that if Mrs. Marchmont had kept a quiet tongue in her head, her person would have been in no sort of danger from her husband's violence. That her mental feelings were often wounded, that her husband over and over again displayed austerity of temper, petulance of manner, rudeness of language, and that he was guilty of many furious sallies of passion—in fact, that all the complaints existed which have been enumerated by Lord Stowell as *not* affording sufficient grounds of suit, is undeniable. There were plenty of words of present irritation—gross epithets which are represented in the newspapers by a decorous horizontal line; but it is not easy to persuade oneself that after any of these slanging matches the wife remained under a reasonable apprehension for the safety of her life or limbs. We hear something of the husband threatening to drown the wife, and again, of his rushing off in a simulated frenzy, as if to throw himself from the pier at Dover; and there is a good deal said at different times about applying compulsory ropes and voluntary razors to the husband's throat; but it is evident that all this amounted to nothing more than a propensity in him to high-flown talking and absurd actions, which she perfectly understood and appreciated at their exact value. If, indeed, she ever felt in his most turbulent moments any genuine fear, it was, we suspect, the fear that his acts of corporal violence would stop short of the point necessary to render her demand for the intervention of the Court indisputable. We look in vain for evidence that cohabitation had become unsafe, or that the further discharge of the wife's conjugal duties would have brought her into any personal peril; and, on the whole, we think that if Lord Stowell had himself tried this case in the old quiet fashion, and had applied to it in his cautious manner the principles embodied in his existing judgments, he would have felt more difficulty than the jury did in granting the wife relief.

It may be urged, however, that society has been steadily advancing in civilisation from the dark time when it was popularly held, and legal sages sanctioned the opinion, that a man might lawfully correct his wife with a stick of a certain thickness. This movement, it will be said, began ages before Lord Stowell, and has continued to our own time; and as that great civilian surpassed in enlightenment the judicial upholder of wife-beating, so a tribunal of to-day ought to show itself wiser and more discerning than Lord Stowell. It is, at any rate, quite true that the coarser kinds of violence are less commonly practised between husband and wife now than they were in Lord Stowell's time, and it may, therefore, reasonably be questioned whether judgments, however learned and deliberate, are entitled to exercise upon our altered condition of society all the influence which one school of lawyers are disposed to claim for them. It may be equally true that our age is not really better than any former one, and that, if we have generally disused wife-beating, we have invented and brought into extensive practice many methods of wife-torture which were unknown to our ruder forefathers. But if this be so, there cannot be a stronger reason for considering whether the basis of this part of our jurisprudence should not be widened. Cruelty has many forms besides the threat or the application of manual violence to the weaker body; and against some, at least, of these forms of cruelty the voice of society demands that the wife should be protected. If this voice be not heeded by the Legislature, or by the judges in their legislative capacity, it will most assuredly produce its full effect on juries; and if the legal limits of cruelty be not extended by the summing-up, they will be utterly disregarded in the verdicts. If the law shows itself flexible, its authority will remain unimpaired; but if its expositors stand strictly upon ancient precedents, neither charges nor oaths will hinder jurymen from preferring to it the dictates of public opinion and the inspirations of the domestic hearth.

The jury who have so signally asserted the rights of woman evidently felt no need of the stores of Lord

Stowell's wisdom to guide them to a judicious settlement of the matrimonial differences submitted to them. But unfortunately they attempted to do what in human life cannot be done—to cancel the consequences of imprudence, and to replace two unhappy persons in the positions which they occupied before committing an irremediable mistake. They desired to separate the ill-assorted couple—and this they had power to do; and to compensate the husband for the income which he sacrificed on marrying, by an annuity out of the wife's fortune—an arrangement which however equitable, was beyond their competency. The result is, that Mr. Marchmont is deprived of all participation in that fortune for which he sacrificed himself and his professional position, while he remains incapacitated from attempting another speculation in the same market. If it be true, as we think, that he has not been allowed the full benefit of the existing law, his character and conduct, whether we take his own or his wife's description of them, are by no means calculated to call forth any extensive sympathy at his misfortune. There seems no escape for him from the dilemma offered by the Judge, that if his statements were true his letters must be insincere. We do not pretend to determine the degree of credit to which he entitled himself in the witness-box, but it is evident that he has contracted the vice, not uncommon among those who are writers by profession, of expressing himself as strongly as he can, whenever he puts pen to paper, simply to keep his hand in, or to gratify an inveterate habit. A man must be a minister of some sort of worship, and familiar, from daily use, even to contempt, with sacred names, before he could, like Mr. Marchmont, accumulate the most tremendous oaths on the slender chance of inducing his intended wife to dispense with a legal settlement of her fortune to her separate use. But a mere secular dealer in words, a man whose ordinary business it has long been to produce as many and as strong effects as the utmost use of all his powers of fancy and expression will permit—such a man will write letters full of burning passion to an elderly widow somewhat addicted to strong potations, rather than write no love-letters at all. He does not wilfully misrepresent or over-colour his own sentiments, but he is simply intent upon displaying the graces and vigour of his style, irrespective of all conseqnences. Thus the sober regard of a man of thirty-five for a woman of fifty rises on paper to the most extravagant heights of ardent love, and apologies and attempts at reconciliation sink, in like manner, to the depths of grovelling self-abasement. Among all the strange effusions of Mr. Marchmont's pen, including that absurd and profane document which was intended, as he tells us, as instructions to a solicitor for his wife's marriage-settlement, this general character may be observed, that truth, reason, moderation, and common-sense, his respect for himself, and his reverence for that Deity of whom he pretends to be a minister—all are sacrificed for the sake of showing what a talent he possesses for fine and emphatic composition. In one way or another Mr. Marchmont is always in his altitudes, and we can plainly see that he is the sort of man with whom any woman would be likely to lead an unquiet wearing life. Lord Stowell would perhaps have told Mrs. Marchmont that she had made a bad bargain, and must abide by it. But a jury of twelve husbands, sympathising, no doubt, with one whose matrimonial felicity was less perfect than their own, have abrogated the stern old law, which left a quarrelsome couple to find tranquillity in weariness.

Legal News.

OXFORD CIRCUIT.

(Before Mr. Baron BRAMWELL).

The Queen v. *Cook.*—*Dec.* 2.

Frederick Cook, the driver of an engine, had been committed to Stafford gaol, charged with manslaughter. The grand jury had thrown out the bill, the prisoner was discharged, and no trial took place.

Mr. *Kenealy* and Mr. *Hill* now applied to the Court to make an order for the allowance of the costs of the prosecution, which, it was stated, had been carried on by Mr. James, an attorney, of Wolverhampton, acting for the relations of the persons killed.

Mr. Baron BRAMWELL inquired into the practice in these cases; and Colonel Hogg, the chief of the county constabulary, stated that, according to a rule adopted by the magistrates in sessions about five years ago, it was the duty of the policeman who was bound over to prosecute to communicate the fact to him (Col. Hogg), the head of the police. He (Col. Hogg) was instructed to communicate the fact to the deputy clerk of the peace, who was authorised to prosecute at the expense of the county. In the present case the superintendent of police had been bound over to prosecute, which was reported to him (Col. Hogg), and in due course notified to Mr. Hand, the deputy clerk of the peace for the county; but he, considering that the remuneration allowed by the Treasury for prosecutions was not sufficient, had declined to take up the prosecution.

Mr. Baron BRAMWELL said, this was a strange state of things, that when a police-officer was bound over to prosecute, and the clerk of the peace was authorised to prosecute, that he should be at liberty to say he would not take up the prosecution.

Mr. *Kenealy* said, everything had been done which was necessary, and the Secretary of State had expressed his opinion that it should be a Government prosecution.

Mr. Baron BRAMWELL said, he could only act upon the law as it was declared in the Act of Parliament; and on reference thereto, he thought that, as no authority was given by the police to the attorney to prosecute, he was not the prosecutor to whom he could order the costs and expenses to be paid. It could not be right that the order of sessions should require that notice of the police being bound over to prosecute should be given to the deputy clerk of the peace, and that he should be at liberty to say that he would not do it. In this case it was proper that the prosecution should be undertaken by some attorney and properly attended to; but it could not be expected that it would be undertaken if the costs allowed did not compensate for the trouble and disbursements.

In the course of the day Mr. *Kenealy* renewed his application, and contended, that from the communications which had taken place between the superintendent of police and the attorney for the prosecution, there was a sufficient authority given to conduct the prosecution on the usual scale of costs allowed by the county.

Mr. Baron BRAMWELL, however, still held that no such authority had been given, and declined to make any order.

THE CENTRAL CRIMINAL COURT.

The mode in which the business of the Central Criminal Court has been disposed of at the recent session or two has been the subject of much conversation, and the source of great dissatisfaction to the counsel and solicitors, and, indeed, to every one connected with the cases for trial. At the session which has just concluded the confusion and disorder that prevailed were greater than on any previous occasion, from the absence of any proper arrangement to dispose of the business in a regular and orderly manner. From the moment of the opening of the session, the only thing that appears to be thought of is to finish it; and in order to effect this it is to be feared that not only is great injustice committed upon the unhappy prisoners, but it is utterly impossible for the counsel or attorneys to defend their clients in a satisfactory manner. At the recent session, for the first time, a third Court was formed on the Tuesday, and many of the prisoners who had actually only been committed a few hours were tried, convicted, and some of them sentenced to severe punishment, without having had any opportunity of communicating with their friends or preparing their defence. On Wednesday and Thursday the confusion and disorder were almost beyond description, which was heightened by a sudden arrangement that a fourth Court should be formed in the dining-room at the top of the building. It need hardly be stated, that this room does not possess any one single requisite for such a purpose, and it creates this additional inconvenience, that when prisoners are tried there it is necessary to escort them through the crowded lobbies, and thus a grave risk of their escaping is incurred, as well as other difficulties. On Thursday a woman who had been tried in this room became dreadfully excited after she was sentenced, and as she was going down stairs she endeavoured

to throw herself over the bannisters, and would probably have succeeded but for the prompt interference of the warders of the prison. She was then brought into the New Court, where Mr. Justice Hill was engaged in trying an important case, shrieking and yelling like a maniac, and it was found necessary to suspend the business until she had been removed through the dock into the prison. On Wednesday afternoon, in pursuance of the same system of hurrying through the business, Mr. Justice Hill was induced to separate from his brother judge in the Old Court, in order to try a case in the New Court. It was found, however, that the Common Serjeant had not finished a case before him, and the learned judge was then actually taken down the kitchen stairs to the temporary court that has been formed there, which is generally occupied by the grand jury, and which is known by the name of "the cellar." Here he was placed upon a temporary bench, without any jury or official of the court being present, and not the slightest preparation being made for his reception. After sitting patiently for a few minutes Alderman Mechi interposed, and his Lordship was marched back to the Old Court. The only ground for all this confusion and hurry appears to be the saving of expense in shortening the session by a day; but the inconvenience and injustice that are created are much more than commensurate with any paltry saving that may be effected by these means.—*Times.*

Mr. FORD'S PAMPHLET ON TRADE PROTECTION JOURNALS.

(*From the "Times."*)

Certain periodicals issued for the protection of the commercial classes furnish lists not only of bankruptcies, insolvencies, assignments, &c., but also of the filing of all warrants of attorney, judges' orders, bills of sale, &c. They are supported by subscriptions from traders, and are found extremely useful in giving warning of the proceedings of individuals who might otherwise obtain false credit. By confessing judgment for any specific claims, or giving bills of sale, a man may bestow on particular creditors power to seize all his assets to the damage of his other creditors who may have supposed his estate to be untrammelled, and thus, by collusion, enrich himself through a system of preferences analogous to that which, in the United States and Canada, is found constantly to cover the grossest frauds. To counteract this, the Legislature has provided for a registry of all such judgments and bills, to which the public have access for a small fee. This registry is duly searched by the proprietors of the periodicals in question, who then circulate among their subscribers the information obtained. The parties to such documents naturally dislike the consequent notoriety, and a movement is apparently on foot to restrict it. The plea is, that, in some cases, injury is needlessly caused to private interests. At a meeting of the Metropolitan and Provincial Law Association, recently held at Bristol, Mr. W. Ford, a solicitor of Birmingham, brought the subject under attention, and urged that it would be desirable to throw impediments in the way of such publications, and that this might be done by enforcing a rigid, if not a strained interpretation of the provisions regarding the fees to be paid for searches of the registry. The proprietors of the trade journals at present appear to get in a lump, and for a single fee, particulars which Mr. Ford thinks should be charged item by item, and which, in that case, would prove too costly to render their indiscriminate publication practicable. He seems, at the same time, to consider that the law imposed these charges partially with a view to check an unlimited use of the registry, and that the present practice is, therefore, in contravention of its intentions. At the same time, Mr. Ford distinctly states his sole wish to be to save respectable persons from annoyances. He says it never could have been intended that public journals should exist for the avowed purpose of blazoning to the world the transactions of every individual who by pressure or circumstances "over which he may have no control" may be compelled either to confess judgment or give a bill of sale; and he affirms that such is the damage done by these publications, that the names which appear in them may often in the course of a few subsequent weeks be seen in the Gazette, "not as the result of actual insolvency at the time of giving the recorded securities, but as the natural consequences of the *destruction of their credit* by the announcement." On all these points, however, the reply is simple. Publicity is in the essence of all law proceedings in this country, and the inconvenience must be submitted to without exception. Mr. Ford admits that creditors are entitled to a knowledge of the facts on the registry, but thinks it necessary to prevent this knowledge from being obtained without a great amount of trouble, because it is hard that each transaction should become known to all the neighbours of the individual concerned, who may "retail the information, as a matter of idle gossip, to his ruin." "To a struggling trader," he says, "the appearance of his name in one of these journals is virtually a publication of a declaration of insolvency," and he considers it a severe thing that a person in private life desirous of advancing a child in the world, and able to obtain a loan only on his household furniture, should be registered under such circumstances. But creditors are not in the habit of jeopardising their own claims by wantonly throwing any one into bankruptcy; and if it be true that the debtors who appear in these lists are usually found shortly afterwards in the Gazette, it may be inferred, in a majority of such cases, that the time had arrived for them to wind up, and that the publication conferred a benefit on all parties by accelerating that process. If the information is essential to creditors, or to those who may be applied to for credit, it should be given as freely as possible, and without restriction to any particular class, because no one can tell what circumstances may arise to bring even the most opposite persons at any time into pecuniary relations. The possibility of the publication ruining a man by its being made idle gossip is out of the question, because none but creditors could have that power, and it is admitted that the creditors are entitled to the information. If a person wishes to pass as being possessed of ample means "to advance his children in the world,' or to trade without the necessity of pledging his stock when the contrary is the case, he will doubtless be annoyed to find the deception impracticable; but he must not complain that the laws of the country are not adapted to meet his sensitiveness. It is very well to talk about the sacredness of credit, but credit is granted on the understanding that the parties are dealing in honour, and that no concealment of any kind is being practised. If there is any hidden fact against which the credit of an individual would not be proof, the sooner it is made known the better, because meanwhile he is unfairly taking advantage of false confidence. Joint-stock banks have occasionally found it inconvenient to confess inability to pay a dividend, owing to the injury it would inflict upon their "credit." But the verdict of public opinion has been pronounced upon such matters. If a debtor considers that a fact published with regard to him is really one that, under proper explanations, ought not to create prejudice, it is for him to take the necessary steps to make his creditors see it in that light. If they find it impossible to do so, he must accept the consequences. At all events, they are the parties to decide, and it may be presumed that in a majority of instances they will be found to be the best judges. Mr. Ford points out one instance where the publication may be falsely made. With the exception of this, which should be promptly remedied, there is apparently nothing to call for interference. At present a plaintiff to whom a judge's order for payment of debt and costs is given, is entitled to file it at any time within twenty-one days, even although the debt and costs may have been discharged meanwhile. Here is an opportunity for the gratification of malice which should, of course, be suppressed; but it is merely an illustration of legal carelessness, and has nothing to do with the legitimate purpose of the registry.

[The *Times* is incorrect in stating that the author of the above pamphlet is a solicitor of Birmingham. Mr. William Ford is a member of the firm of Rogerson and Ford, of London. (See *Law List.*)]

PROGRESS OF LAW AMENDMENT.

The following are abstracts from a letter addressed by Lord Brougham, as President of the Law Amendment Society, to the Earl of Radnor:—

"Take an example from what has occurred, both in the last assembly at Liverpool, and in the first at Birmingham. The whole of the Bankrupt Law was fully discussed, with all the plans proposed, whether by the Government or by individuals, for its improvement. Not only was a considerable body of information collected, but resolutions were passed, for the most part with unanimous approval, embodying the opinions of those who joined in the discussion. And who are they? Delegates from the Chambers of Commerce and other mercantile bodies in all parts of the kingdom. They for whom the law is made have the best right to decide upon its operation; and their decision is without appeal if they declare that they suffer under it. They have an equal right to propose the remedy, though here it by no means follows that their proposal must be adopted; it deserves, however, careful and respectful consideration. Who can doubt that the greatest benefit must accrue to the country from the aid thus given to the Government? Parliament may hear the complaints of different places

through their representatives; petitions may contain important information and suggestion; but all this must needs be partial. The statements of opinion are of necessity insulated, and arise out of little discussion; whereas a congress of those who represent the feelings and the opinions of all the great trading bodies must have a salutary influence upon the Legislature, both because they have the amplest means of obtaining information, and because their judgment is wholly unbiassed by party differences.

"It is certainly a mistake to suppose that nothing was done; though the change of Ministry cut short some very promising measures, and gave a degree of despondency, I hope and trust groundless, to the friends of law amendment; at least, there can be no ground for despair. The Attorney-General is a tried and efficient ally; he has already done something, even during the late session, though he has unhappily been prevented from accomplishing more—a remark which will be applied also to the Irish Chancellor by all who read his most able and enlightened address, delivered at our late congress. I must observe, too, that some of the amendments carried are much more important than at first sight they appear to be, because they remove great defects, one may say rectify gross blunders, in former legislation, brought to our notice by manifest failure of justice in causes actually tried. Thus it was found that the true construction of the old Act punishing the obtaining money or goods on false pretences, did not reach the case of acceptance of bills or signature of notes; so that a person might cheat you out of your acceptance or signature for £1000, because it had no value in your hands; but it became the means of at once charging you with that sum at the suit of the discounter, who had given value for it without the knowledge of the fraud. At the suggestion of the Law Amendment Society, I obtained the assent of Parliament to a Bill for amending this glaring defect in our criminal, I may say, in our mercantile law. The Copyhold Acts, which I was some years ago prevented from making as effectual as I had desired, and which did not give either to the lord or the tenant sufficient powers of compelling enfranchisement, still continue inadequate; but a considerable portion of the compulsory powers I had so long contended for is given by an Act passed late in the session; and I greatly approve of the provisions respecting certificates of incumbrance, which really make them a marketable security transferable by indorsement.

"The violent opposition to the Divorce Act of 1857 had caused many defects to be left in it. The adversaries of that Act resisted the Attorney-General's Bill to amend it; and hence some material defects are allowed to remain. But considerable good has been effected by extending the Judge Ordinary's powers; by protecting the deserted wife's property; by admitting the evidence taken in suits before 1857; by removing all doubt as to appeal in cases of nullity of marriage; and by enabling the Court to dismiss a party from the suit in which there was no evidence against him, in order that he may be a competent witness. This last provision was thought necessary in consequence of the Court having decided that my Evidence of Parties Act (1851) excluded parties under the Act of 1857, and that they could not be made competent by dismissal. I ventured, with great deference, to agree with the minority of the judges, who were divided in that case, and I had hoped that the judgment would be altered on further consideration. The new Act, however, removes all doubt and difficulty.

"But another measure of the Attorney-General must be regarded as a very important step in the right direction, and is likely to be followed by further progress, though in itself it may seem to be of subordinate importance, from being confined to one kind of suit. I allude to the Act introducing for the first time into our law the declaratory action, found so beneficial in Scotland, for the security of titles, prevention of vexatious litigation, and preserving the testimony of living witnesses. This Act is confined to cases of legitimacy, marriage, and place of birth; it enables any person to apply for a decree of the new Court, declaring his legitimacy, the validity of the marriage of his parents and their parents, and that he is a natural born subject. The decree is not to affect the rights of persons not cited in the cause, nor of those claiming through persons cited. The want of the declaratory action in England has been complained of by all Chancellors when dealing with Scotch causes under that beneficial law; and having more than once both joined in this complaint, and endeavoured to supply the defect (it formed the subject of one of my nine Bills, introduced in 1845, the greater part of which have since passed, but not this), I begin to entertain hopes, from the partial success of my friend the Attorney-General, that hereafter the same remedy will be extended generally, and persons no longer obliged to continue in uncertainty of their rights until actually sued, when their adversaries alone may possess the evidence their case requires.

"The step which has been taken in Ireland for the permanent establishment of the Incumbered Estates Court, and the extension of that most important jurisdiction to other than cases of incumbrance, is of incalculable value. It really gives one hopes of a similar benefit being conferred upon England. But I was induced again to present my Bill for facilitating the transfer of real property; the postponement, however, of so large a measure for further discussion was quite unavoidable. I certainly consider it of great importance, and the rather because it is grounded on actual experience. The Bill was drawn by my very able and learned friend Mr. Fawcett, and the plan is the result of his long and various experience. He is an excellent conveyancer and practised lawyer. But the experience to which I refer is as steward of many of our Cumberland copyhold and customary manors during a period of thirty years. Thus, in one he has never found a single instance of disputed title in all the 500 estates of the manor; they have every one been repeatedly passed by sale, mortgage, and devise or descent. The cost of the conveyance never exceeds a few shillings, and the length of the deed 100 words. That the extension of this system to freehold estates will require some machinery for registration is clear; but, when you consider the provisions of the Bill, I would fain hope that you will admit the change in our system to be both practicable and safe.

"The great extension and improvement of our judicial statistics is a matter of just congratulation; and Messrs. Fonblanque and Redgrave deserve great credit for their most able co-operation in it. What my Bill of 1856 was intended to provide has been happily commenced, especially the extension to civil proceedings. When the plan is complete, legislation will become more entitled to the praise of being a science, and founded upon principles of induction."

SOLICITORS ELECTED MAYORS.

Gloucester	MR. RICHARD HELPS.
Helston	MR. HENRY ROGERS.
East Retford	MR. JOHN MEE.

On Saturday evening, the 27th ult., a dinner was given to Dr. Patrick Colquhoun, in the hall of the Freemasons' Tavern, on the occasion of his appointment as judge of the Supreme Court of the Ionian Islands. The meeting, which was very numerously attended, was presided over by Mr. Serjt. Shee, and among those present was Mr. Justice Williams, Mr. Baron Bramwell, Mr. Baron Channell, Mr. Locke, M.P., Admiral Deacon, Mr. Lush, Q.C., Mr. M. Chambers, Q.C., and many of the leading members of the bar and of the literary and other societies of which Dr. Colquhoun is a member. The chairman, in proposing Dr. Colquhoun's health, dwelt in terms of high praise upon his well-known abilities as a linguist, a scholar, and a jurist, and especially upon his peculiar fitness for the appointment in question, as having previously, in the character of plenipotentiary from the Hanse Towns to Turkey, Greece, and Persia, acquired a thorough knowledge of the modern Greek language, and of the present political and social condition of the Levant, no less than of its ancient history and literature.—*Times*.

A deputation of the members of the northern circuit, introduced by Mr. Overend, had an interview on the 27th ult. with Mr. Secretary Walpole, for the purpose of laying before the Government the inconvenience to which suitors and the bar are subjected, in consequence of the holding of the winter circuits while the sittings after term at Guildhall are proceeding. Amongst other suggestions was a proposition that Michaelmas Term should commence ten days earlier, so as to enable the judges to dispose of the business at Guildhall before the winter assizes commenced. An argument in favour of this change was, that the inconvenience of the absence of leading counsel on circuit when the cause was proceeding would be obviated. Besides, while at present civil causes would only be tried at Liverpool during the assizes, such causes might, if the plan were adopted, be tried at Liverpool, Birmingham, and Bristol. —Mr. Walpole promised to give the subject his best consideration.

In the Divorce Court, on the 26th ult., the Chief Justice said the Court had determined that the issues in divorce causes which were set down for trial by jury should be tried before the Judge Ordinary, or some other member of the Court. The issues would then be brought into the full Court.

On the 27th ult., Dr. Spinks asked when the undefended causes

set down for trial before the full Court were likely to be heard. Many had brought their witnesses to London at a great expense, under the impression that the full Court would be sitting; and no notice having been given of its next sitting, they did not know whether to send them back or to keep them in town. Sir C. Cresswell said, it seemed impossible to say when they would be taken. In consequence of the difficulty of obtaining a full Court, an order had been made that the issues set down for trial by jury be tried before him alone. Six or seven judges were about to go on the winter circuits, two were required for the Nisi Prius sittings of each of the common law courts, and one or two must sit in chambers. The witnesses might safely be sent away for a week; a full Court could hardly be obtained until close upon Christmas. Being the junior member of the full Court, there was no compulsory process by which he could compel the attendance of the other judges.

The recordership of Newcastle-under-Lyme has been conferred upon T. C. Sneyd Kynnersley, Esq., barrister-at-law, stipendiary magistrate of Birmingham.

A clerkship in the office of Accountant in Bankruptcy has become vacant by the death of Mr. Joseph Lines Bolton.

It is said that Lord Justice Knight Bruce is to be made a peer, Vice-Chancellor Wood Lord Justice, and Mr. Malins, M.P., of the Chancery bar, Vice-Chancellor.

Recent Decisions in Chancery.

Legacy with Gift of Interest for Maintenance—Time of Vesting.

Re Hart's Trusts, 7 W. R. 28.

Where a legacy is given to a person if, or provided, or in case, or when, he attains the age of twenty-one years, or marries, though such legacy standing alone and unexplained would clearly be contingent; yet if the interest accruing in the interval between the death of the testator and the future period in question is appropriated to the legatee, it is held that the words of contingency refer to the possession only, and that the gift amounts, in substance, to an absolute vested legacy, divided into two distinct portions or interests, for the purpose of protracting, not the vesting, but the possession only. Thus in *Hanson* v. *Graham* (6 Ves. 239), where one gave to his grand-children £500 stock a piece, when they should respectively attain their ages of twenty-one years, or days of marriage, which should first happen, with consent, and directed that the interest of the said stock should be laid out for the benefit of the grand-children till they should attain those ages or days, Sir *W. Grant* held that the legacies vested at the death of the testator. But in the earlier case of *Batsford* v. *Kebbell* (3 Ves. 363), where one bequeathed to A. the dividends which should become due after her own death upon a sum of stock, until he should arrive at the full age of thirty-two years, at which time she directed her executors to transfer to him the principal sum for his own use, Lord *Loughborough* held that the legacy failed by the death of A. under thirty-two. In the more modern case of *Watson* v. *Hayes* (5 My. & Cr. 125), the testator directed his executors to pay £25 yearly for the maintenance and education of S., his natural daughter, until she should have attained the age of twenty-one years, or day of marriage, when his executors were thereby required to pay to S. £500 for her sole use and benefit. S. survived the testator, but died at the age of eight years. Lord *Cottenham* observed upon this case, that there was no gift of the £500, except in the direction to pay that sum to the daughter when she should attain twenty-one or be married. The word "when" was distinctly applied to the gift itself, and not to the time of payment. If, therefore, the question was not affected by the gift for maintenance, no doubt could exist that the legacy had failed by the death of the legatee in infancy. His Lordship then pointed out, that it was the giving of the interest which effected the vesting of the legacy, and not the giving of maintenance. It was probable that the testator fixed upon the sum of £25 per annum as interest upon £500, but it was clearly not given as interest upon that sum, and, therefore, it could not effect the vesting of the legacy.

In the case at the head of this article, a testator devised his freehold estates to his mother for life, and then to his executors in fee, upon trust to sell, and out of the proceeds to pay to his natural daughter the sum of £900 when she should attain the age of twenty-five years; and he directed that the said legacy should carry interest from his mother's death, which interest should be paid towards the maintenance of his said daughter until she should attain twenty-five years. The mother had died. The daughter survived her, married, and died at the age of twenty-three years. Her husband, having taken out administration to her, now claimed the legacy. *Turner*, L. J., in giving judgment, said, "Where a legacy is given by a direction to pay when the legatee attains a certain age, the direction to pay may import either a gift at the specified age, or a present gift with a postponed payment; and if the interest is given in the meantime, it shows that a present gift was intended." In *Watson* v. *Hayes*, the gift of the annual sum was a gift, not of interest, but of maintenance. But in the present case there was a direction that the legacy should carry interest. It had been argued, that this legacy was subject to the rules which apply to legacies charged upon land, and that, according to those rules, it could not be vested. But *Turner*, L. J., considered that the rules as to vesting which apply to legacies charged on land ought not to be applied to legacies given out of moneys to arise from the sale of the land. The Lords Justices concurred in holding that the legacy had become vested in the deceased daughter, and now belonged to her husband; and the order of *Stuart*, V.C., in favour of the residuary legatees, was therefore discharged.

Will and Codicil—Revocation of Devise.

Barclay v. *Maskelyne*, 7 W. R. 43.

This was a very singular case. The testator devised and bequeathed a freehold villa and furniture to R. C. H., and if he should not survive the testator, to his next brother, W. H. H. He subsequently made a codicil in these terms:—"I hereby revoke and cancel the legacy of my villa, bequeathed in my will to R. C., and his heirs, he being lately deceased, and my connexion with his family thereby almost null, which legacy is hereby cancelled." And then followed a gift of the villa with all its appurtenances to three sisters. R. C., who was an uncle of R. C. H., had died shortly before the date of the codicil. R. C. H. was still living, and the question was, whether the gift to him in the will was revoked by the codicil.

The decision of *Wood*, V.C., upholding the gift in the will, is more satisfactory than his attempt to rest his judgment upon authority. In the case of *Hearle* v. *Hicks* (1 Cl. & Fin. 20), *Tindal*, C.J., in delivering, on behalf of the judges, an elaborate argument in answer to the question put to them by the House of Lords, does undoubtedly employ this language:—"If such devise in the will is clear, it is incumbent on those who contend that it is not to take effect by reason of a revocation in the codicil to show that the intention to revoke is equally clear and free from doubt as the original intention to devise; for if there is only a reasonable doubt whether the clause of revocation was intended to include the particular devise, then such devise ought undoubtedly to stand." This is the passage referred to by the Vice-Chancellor, and taken by itself it may perhaps appear to have some bearing on the case before him. But the point before the House of Lords was really this:—The will contained a clear devise to the testator's wife for life. The codicil did not expressly revoke this devise, but it made dispositions upon which the question arose, whether they were inconsistent with it, or whether such a construction could be put upon them that the will and codicil might stand together. Sir *N. Tindal* closely examines the language of the will and codicil, and concludes that they are not inconsistent, and therefore that no intention appears to revoke the will. But, in the case before us, the will gives the property to A., and the codicil gives it to B. There is no difficulty whatever of construction, but the codicil is plainly inconsistent with the will, and therefore—following out Sir *N. Tindal's* argument—the intention to revoke is equally clear as the original intention to devise, and so the devise cannot stand.

None of the cases cited in the argument supply any sort of principle or precedent upon which to found a decision. The point appears to be untouched; nor is it matter of regret that we are thus forced to be content with the unsupported judgment of Sir *W. P. Wood*, instead of persuading ourselves that we have found the existing law in some musty obscure case, rummaged out of a volume of old reports. The general principle is undoubted, that if a testator devises lands to A., and by a subsequent codicil devises the same lands to B., the latter devise operates as a complete revocation of the former. Now, in the case before us, there was a gift by will to one person, and a gift by codicil to other persons. If there had been no more than this, it is clear law that the former gift would have been revoked. Why, then, should the revocation by the former part of the codicil of the gift, which the testator wrongly supposed to be contained in his will deprive the latter part of the codicil of the effect which it would have if it stood alone? If we speculate as to what was

passing in the testator's mind, it cannot be supposed that he had at the date of the codicil any particular regard for, or desire to benefit, the devisee named in the will, inasmuch as he had forgotten that he had made such a devise. He says in the codicil that his connection with the family had almost ceased by the uncle's death, and this would be a good reason for revoking the devise, whether made to the uncle, as he supposed, or to the nephew, as in fact it was. On the other hand, it is plain that, at the date of the codicil, the testator desired to benefit the three devisees thereby constituted. It should be observed that the testator, in referring to his will, dates it, by mistake, a year after the true date. It was said by *Wood*, V. C., that the case stood thus:—Testator makes a gift by will to A., and then in a codicil says, "Whereas I have given to B., who is dead, now I give to C."—and that nobody would contend that the gift to A. was displaced. But this statement of the case assumes that if the testator had accurately remembered the contents of his will, he would have had no desire to alter it; and we are by no means sure that this assumption is warranted by the facts. After all, however, the question must have been decided in some way, and probably no view of it could be propounded which would not be liable to serious difficulties.

WILL—REMOTENESS.

Wilson v. *Wilson*, 7 W. R. 26.

The testator in this case, after giving a life interest to his wife, declared that a sum of money should be in trust for the then present and future children of his brother who should be living at the death of the testator's wife; and he directed that the shares of daughters should be held by his executors upon trust to pay the interest of each daughter's share to her separate use; and after her death her share should be in trust for her children, according to her appointment, and, in default of appointment, in trust for all her children equally. One of the daughters was married and had children, and a question was raised as to the validity of the limitations in her case. Now it will be seen that this daughter's share of the fund provided by the will would become absolutely disposable, at furthest, on the death of the testator's wife and of the daughter, and on the youngest child of that daughter attaining twenty-one, which would be within the limit prescribed by law. But if a daughter of the brother should be born, say twenty years after the testator's death, but during his wife's lifetime, the share of such daughter would be tied up during her life—a life not in being at the testator's decease, and twenty-one years after her death, and this would be contrary to law. It is to be observed, further, that the number of children to take shares would be ascertained at the death of the testator's wife; and, therefore, if the gift of any share failed through remoteness, such failure would cause no uncertainty in the amount of the other shares.

The case of *Griffith* v. *Pownall* (13 Sim. 393), is a direct authority upon the present question. In that case, A. had power to appoint a fund amongst all the children of B., *begotten and to be begotten, and their; issue* and in default of appointment, the fund was given to the children equally. B. had only six children, all of whom were living when the power was created. A. directed by his will that *the share* which every daughter of B. begotten, *or to be begotten*, was entitled to in default of appointment, should be held in trust for that daughter for life, and after her death *for her children*. It was held by *Shadwell*, V.C., that the power was good in its creation, for though some of the objects of it might have been beyond the limit prescribed by law, it was a power of selection, and the donee might have selected such of the objects as were within the limit. It had been argued that the appointment was too remote, inasmuch as it was made in favour of the children of the daughters, begotten and to be begotten, as constituting one entire class; and the Court admitted, that if a donee of a power appointed a fund, in bulk, amongst a set of persons *collectively*, some of whom were within the rule of law as to perpetuity, but the rest were not, the appointment would be void in toto. But in this case the testator did not appoint the bulk of the fund—he merely directed how *the share of each daughter* should go after her death. If there had been a daughter born after the creation of the power, the appointment would have been bad as to her children. But, nevertheless, the appointment as to the share of a daughter living when the power was created, would have been good; for the partial invalidity of the appointment with regard to the share of her younger sister could not affect the validity of the appointment of her share.

This case was followed by that of *Greenwood* v. *Roberts* (15 Beav. 92), in which the circumstances were precisely similar, but the decision is directly opposed to *Griffith* v. *Pownall*, inasmuch as the Master of the Rolls held that grand-children took as a class, and that, as the gift to some was void for remoteness, it failed as to all. But if there were any doubt as to which of these conflicting decisions it would be safe to follow, it would be set at rest by the judgment of the Head of the Court (Lord *Cranworth*) in *Storrs* v. *Benbow* (3 D. M. & G. 390; s. c. 1 W. R. 420). In that case the testator gave "the sum of £500 a-piece to each child that may be born to either of the children of either of my brothers." If he meant only to let in children born before his own death, the plaintiff, who was en ventre sa mere at his death, was entitled by the ordinary rule of law. But if he meant to include children born at any time, the plaintiff was still entitled. The plaintiff's legacy would not be void for remoteness; for, said Lord *Cranworth*, "the gift is not to a class, but is a pecuniary legacy to every child of every nephew, and is therefore good as to the children of nephews whom he had at his death, and bad as to the children of nephews who might be born afterwards."

The current of authority was thus strongly in favour of the validity of the limitations in the case before us. A gift to a person in esse, with a direction that her share should be settled on her children, was of course perfectly legitimate; and, observed *Wood*, V. C., "the share of each child is separate from the shares of the other children," and therefore the objection of remoteness would not apply generally. The limitations in question were, therefore, declared valid.

PRACTICE—ENROLMENT AFTER FIVE YEARS.

Wellesley v. *Wellesley*, 7 W. R. 24.

By the second series of Orders of 7th August, 1852, all decrees and orders must be enrolled, if at all, within six calendar months after the same are made. On special leave enrolment may take place at a later time; but the period of five years is fixed, after which no enrolment is to be allowed. It is, however, provided that the Lord Chancellor, "where it shall appear to him under the peculiar circumstances of the case to be just and expedient," may enlarge this period of five years.

The decree in the above suit bore date July 21, 1849. An order on further directions was made on the 14th March, 1853; and an order of 17th July, 1855, directed that the proceedings under the order of 1853 should be carried on. On the 19th January, 1854, the plaintiff obtained leave to enrol the decree, and the order of 1853. Only the decree, however, was enrolled by the plaintiff. In consequence of the decision in *Mornington* v. *Keane*, (6 W. R. 434), it was thought that the decree of 1849 might be reversed on appeal to the House of Lords. Such an appeal had become by lapse of time inadmissible; but if the order of 1853 were to be enrolled and appealed against, leave might perhaps be obtained to appeal from the decree of 1849. The five years for enrolling the order of 1853 expired on the 14th March last. The case of *Mornington* v. *Keane* was then under the consideration of the full Court of Appeal, and judgment was given on the 20th March. The present motion was made on behalf of a defendant, that the orders of 1853 and 1855 might be enrolled, notwithstanding the time limited by the General Orders had expired. The Lord Chancellor said, that within the five years the Court would take a lenient view of circumstances; but after that time it was desirable to adhere strictly to the Order. The order of 1853 only carried out the decree of 1849; and the plaintiff having had that decree in her favour during so long a period might have fairly assumed that there were no reasonable grounds of appeal. It would not be "just or expedient" to grant the present application, which was therefore dismissed with costs.

GIFT BY WILL TO MINISTER OF A CHAPEL—MORTMAIN ACT.

Thornber v. *Wilson*, 7 W. R. 24.

Certain real estates were given to trustees upon trust to sell the same, and apply the proceeds, together with the testator's personal estate thereby bequeathed, in discharge of debts and legacies: and if any surplus should remain, the testator ordered the same to be paid "to the then minister of the Roman Catholic chapel at K——," to whom he gave the same, and who he declared should be his residuary legatee. The same person happened to be the minister of the chapel at the date of the will and the death of the testator, and being dead, his representatives now claimed the beneficial interest in the gift. But *Kindersley*, V. C., considered that this was clearly a gift to a charity. The fact that there was a gift to an individual described as the minister was not conclusive. The question was, whether the testator had designated the individual, or given the legacy to the person who happened to fill the office. A gift to a minister, as minister, was a charitable bequest. Here the object evidently was to benefit the minister and

chapel, and this was not a personal bequest with a mere description of the individual. It was further held that the testator intended to form a mixed fund out of the proceeds of the real estate and the personalty. This being so, it is apprehended that the debts and legacies would be payable out of the two component parts of this fund rateably, and that the residue of the personalty would then go to the minister of the chapel for charitable purposes, to which the proceeds of the real estate could not legally be devoted. But this point is not noticed in the report.

Cases at Common Law specially interesting to Attorneys.

Appeal from the Determination of Justices in Point of Law.

Watkin and Others v. *Fenwick*, 7 W. R., Q. B., 16.

The statute (20 & 21 Vict. c. 43) by which the law of magistrates may, in certain cases, be brought under the revision of a superior court, is still in its infancy, though its usefulness is daily becoming better understood, and the practice under it more known. The case under discussion throws some additional light upon the construction of the Act, and, in particular, on the nature of the determination of the magistrates, "as being erroneous in point of law," against which a dissatisfied party may appeal. By the 2nd section of this Act, either party to the proceeding may make application that an appeal case be stated and signed, within three days after the hearing and determination by a justice or justices of the peace of any information on complaint, which he or they have power to determine in a summary way, if the applicant "be dissatisfied with the said determination *as being erroneous in point of law*." And this proviso raises a question of some nicety as to what is a determination erroneous in point "of law," as distinct from one erroneous in point "of fact." For, with regard to this last class, no appeal is given by the Act. Now, in the words of Lord Campbell, in the case under discussion, there is "no power under this useful Act of Parliament to review the decision of justices upon evidence given before them." But the same case shows, that, where magistrates choose to disregard the weight of evidence as to the existence of a certain fact, such a determination may be revised under the statute. In the case under discussion a draper had been convicted, under the Hawkers and Pedlars' Act" (50 Geo. 3, c. 41, s. 7), of having colourably taken certain premises in order to appear a householder of a certain place, and, as such, qualified to trade there. But the evidence given by the witnesses was all the other way, and went to show that the hiring in question was bonâ fide, and not a sham. Hence the Court held that they had jurisdiction to entertain the appeal, and they quashed the conviction as being contrary to the evidence. If, remarked *Erle*, J., three witnesses come and swear to a perfectly credible story, it is contrary to the evidence for justices to say that they ought not to be believed.

We may remark that an examination of the Hawkers and Pedlars' Act discloses another objection to the conviction which does not seem to have been brought to the notice of the Court. The penalty for a breach of the 7th section of the Act is £50, but by the 24th section all penalties of a greater sum than £20 are to be recovered by action. The recovery before *justices* is confined, by the following section, to penalties not exceeding that amount.

Law of Settlement—Effect of Irregularity in appointing Overseers.

Reg. v. *Ryabon* (*Inhabitants of*), 7 W. R., Q. B., 17.

It is not very often that a point in the law of settlement now arises for the determination of the Queen's Bench. The case under discussion is, however, one of these. The Court of Quarter Sessions had held, that a settlement alleged to have been acquired by "hiring and service" in a certain parish, divided into eight several townships, was rendered invalid by irregularity in the appointment of overseers and other parochial authorities, —it being argued that a place without an overseer or churchwarden has no one to receive a pauper. This doctrine, however, the Queen's Bench repudiated, and held, chiefly from analogies drawn from the decisions of the Court in *Reg.* v. *Oldbury* (4 A. & E. 167), *Reg.* v. *Tipton* (3 Q. B. 215), and *Reg.* v. *Hunnington* (5 Q. B. 273), that a settlement could be gained in a parish, however badly its internal policy might be managed. In these cases the chief question was, whether, when a parish becomes divided into townships, a settlement can be gained in one of them distinct from a settlement in the parish at large; and whether by such division the original parish relieves itself from the liability to maintain paupers removed to some place within its original ambit.

Law of Evidence—Maps.

Pipe v. *Fulcher*, 7 W. R., Q. B., 19.

The extent to which *maps* are admissible as evidence to prove parochial or other boundaries, or the existence of a highway and the like, is a matter respecting which some doubts exist. The rule seems to be, that unless prepared by some one employed by an interested party, or unless made by one with some peculiar knowledge of the locality, they cannot be received, whatever their apparent age or accuracy may be—a doctrine which will be found at large in the recent judgment of the Exchequer Chamber in the case of *Hammond* v. *Beadstreet* (23 L. J., Exch., 332). Thus Lord *Kenyon* ruled long ago (*Pollard* v. *Scott*, Peek. R. 19), that a copper plate map, though it purported on its face to show the boundaries of a parish, and to have been taken by the direction of the churchwardens for the time being, was inadmissible to prove that the locus in quo was a highway. On the other hand, in another later case where a parish was indicted for the non-repair of a highway, *Erskine*, J., admitted, in proof of the limits of the parish, a map made about thirty years before by a surveyor, from information given to him by a deceased parishioner (*R.* v. *Milton*, 1 C. & Kir. 58). In the case under discussion, the question to be determined was the existence of a public highway, and to prove this a map had been used at the trial, as evidence of reputation. This map, it appeared, had been used by a deceased steward of the manor through which the alleged highway passed, for the purpose of defining the copyhold tenancies. The Court of Queen's Bench unanimously held this map to have been improperly received. It could not be taken as the declaration of a deceased person with regard to a matter of public interest; for the map was not made, but used only, by the steward; and moreover for business, for the purposes of which it was of no importance to distinguish between "public" and "private" ways.

Exemption of Societies from Rates under 6 & 7 Vict. c. 36.

Reg. v *Bradford Library and Literary Society*, 7 W. R., Q. B., 36.

The decision of the Queen's Bench in the case of this society, reversing the order of sessions, by which they were made liable to be assessed for the poor's-rate, will beneficially affect the interests of others of the same kind now so frequently established in provincial towns. The statute under which exemption from rates is claimed by certain societies, is the 6 & 7 Vict. c. 36. By this Act (s. 1) none are to be rated to any local rates or cesses in respect of any land, houses, or buildings "belonging to any society instituted for purposes of science, literature, or the fine arts exclusively, either as tenant or as owner, and occupied by it for the transaction of its business, and for carrying into effect its purposes, provided that such society shall be supported wholly or in part by annual voluntary contributions; and shall not, and by its laws may not, make any dividend, gift, division, or bonus in money unto or between any of its members; and provided also, that such society shall obtain a certificate from the barrister appointed for that purpose, that it is entitled to the benefit of the Act. From the decision of the barrister with regard to giving or withholding this certificate, an appeal is given to the Quarter Sessions; and as the sessions may confirm the rate subject to the opinion of the Queen's Bench upon a case submitted to them for that purpose (see 12 & 13 Vict. c. 45, s. 11), most of the questions raised (and they are many) on the statute have ultimately been decided in the superior courts. Upon examining the terms of the statutory exemption, it will be seen that in order that it should benefit any particular society, the following conditions must exist:—1. The society must be instituted for the purposes intended to be protected. 2. The premises in question must be "occupied" by the society for the transaction of its business, and the carrying into effect its purposes. 3. It must be wholly or partly supported by voluntary contributions. 4. Its members must derive from it no pecuniary benefit. 5. It must have obtained the barrister's certificate, or a sessional order having the same effect. And the cases set up a few simple rules, with reference to one or other of these heads, the remembrance of which will be useful when the rateability of any particular society comes into question.

The statute having passed in 1843, we believe that the first case decided on its construction was in 1846. This was *The Queen* v. *Pocock* (8 Q. B. 729), and Lord Denman commenced

his judgment by expressing the regret of the Court that such loose language should have been used in the Act with regard to the nature of the societies to be protected. It was held in that case, that the society in question (the British and Foreign School Society) did not fall within the class intended to be exempted, as "science, literature, and the fine arts," could not be said to be the purposes for which it was *exclusively* instituted. The rule thus laid down has been tenaciously clung to by the Courts in several subsequent cases. Thus, in *Birmingham* v. *Shaw* (10 Q. B. 868) the same Court held that the "Birmingham New Library" was a society, "the purpose of which was *merely* literary," and therefore (so far as this condition was concerned) to be within the Act. In this case, also, the Court went fully into the questions raised by the 3rd & 4th of the above heads, and held that these conditions were sufficiently complied with by the rules of the particular society then before them. In this same year (1849) there was another decision (*Purvis* v. *Traill*, 3 Exch. 344), which turned on the 2nd head above mentioned, and established the rule that the premises must be *solely* occupied by the society, and could not be let off to other parties—applying the rents to the objects of the institution. In 1851, there are the cases of *Clarendon, app., St. James, resp.* (10 C. B. 806); *Reg.* v. *Manchester* (16 Q. B. 449); *Reg.* v. *Brandt* (ib. 462); and *Reg.* v. *Gaskell* (ib. 472). Of these, the first decided that the "London Library" was a society within the Act, so far as the 1st head was concerned, but that it violated the 2nd head by not *exclusively* occupying the premises in question. The second decided (among other things) that a clause in the trust deed of the society (the Royal Manchester Institution), to the effect that on its dissolution the property should be sold, and the proceeds divided among the then members, did not offend against the 4th head, and thereby prejudice the exemption. In the third, it was held that the advantages to be afforded by a society claiming to be exempt, must not be exclusively confined to its own subscribers; and in the last, that a valid exemption would not be prejudiced by an accidental use of the premises for a purpose other than one of those for which the institution was founded. This last case also decided that a society founded for the purpose of giving concerts and other musical performances was not within the Act; the primary object of such an institution being the gratification and amusement of the members, not the encouragement of the "fine arts." In 1852 (16 Q. B. 480) a distinction was drawn in the case of the "United Service Institution" between "professional" art, and the "science, literature, and fine arts" mentioned in the statute. In 1854 we find another batch of cases reported by *Ellis* v. *Blackburn*. The "Russell Institution" (3 Ell. & Bl. 416) was held not to comply with the requirements of the Act, chiefly it would seem on the ground of its having a reading-room supplied with newspapers, the purposes of which must be taken to be the diffusion of *news* and the gratification of curiosity, as distinct from the cultivation of science, literature, or the fine arts. The "Linnean Society of London" (ib. p. 793), on the other hand, was held to be exempted, as it was instituted for the purpose of "science" exclusively; and it was also here held that the exemption was not prejudiced by an underlet of a *distinct* part of the house which the society occupied, and in respect of which the under-tenant was himself rated. The "Zoological Society" (ib. p. 807) shared the fate of the Russell Institution—its purposes and object being eulogised by the Chief Justice, while he dismissed its appeal from the rate, without even calling on the respondents. And the "Cambridge Philosophical Society" (4 Ell. & Bl. 156) was treated in the same manner, the Court intimating that the very large disbursements which appeared in their accounts for *newspapers* showed that "science," so far from being their exclusive object, was not even their principal aim; which was rather to obtain political information.

We have thus brought down the decisions to the date of the case under discussion, in which a book society, the subscribers to which were limited, and the shares in which were transferable, was held to be entitled to the benefit of the Act. It was urged on the Court, that books of *all* sorts were admitted, including novels; but *Erle*, J., replied, that to exclude these would impair the usefulness of the institution by taking away the means of cultivating one of the great faculties of the mind, viz., imagination. It would appear, therefore, that the Queen's Bench draw a distinction between periodicals furnishing information on the topics of the day and other publications usually considered to belong to the class of "light literature," and hold the latter to be admissible, but the former fatal to the claim of exemption.

Correspondence.

EDINBURGH.—(*From our own Correspondent.*)

I have, on more than one occasion, lately endeavoured to explain, in language as little technical as possible, the nature of the civil jurisdiction exercised in the sheriff courts of Scotland, because I believed that such information might not be unacceptable to your English readers, at a time when the question of assimilating the English county courts to the Scotch sheriff courts was under consideration; and also because I felt that it was of great consequence to Scotchmen that Englishmen generally should have some knowledge of institutions which we believe, perhaps too vainly, would be more highly valued if better understood. It cannot, of course, be expected that many of your English readers should take such an interest in the subject as to devote any large portion of their time to a systematic study of Scotch law, which is the only way in which a scientific knowledge of its principles can be acquired. But I think that such a journal as yours is eminently fitted for disseminating, gradually, such a general knowledge of our system as will insure fair and dispassionate consideration when any question of assimilation comes to be considered. There are so few Scotch lawyers in Parliament, and the few who are there are so overwhelmed with business, that English and Irish members, but especially the latter, are permitted, without contradiction or answer, to make the most erroneous and extravagant statements in regard to the principles and practice of the law of Scotland; it will not then be wondered at that Scotch lawyers, who are looking on from the outside, should be glad to avail themselves of the press to correct the false impressions which such statements must necessarily create, and to inform the English public more accurately upon a subject which to Scotchmen it is all-important should be understood, because, in any question of assimilation, it is evident that the smaller country can only ultimately preserve what it considers valuable in its legal institutions by convincing the larger country that the estimate is just. The only way in which this can be done is to furnish materials for a comparison; and I propose, therefore, to state generally the nature of the criminal jurisdiction which is exercised by the Scotch sheriff's courts; and to illustrate it, I have selected a case which in its details may afford some amusement.

The judges in the sheriff court are the sheriff and the sheriff's substitute. In civil matters, *speaking generally*, there is an appeal from the sheriff substitute to the sheriff, so that, strictly speaking, the sheriff substitute is not a substitute, but an inferior judge. In criminal matters, however, it is different. Within the limits of the jurisdiction of the court a prisoner may be tried with or without the assistance of a jury, according to the nature of the offence, either by the sheriff or his substitute, although when the sheriff is present he is entitled to supersede his substitute in the trial of any prisoner. If an objection be taken to the relevancy of the indictment (that is, an objection in law), whether the case be tried by the sheriff or his substitute, an appeal lies to the High Court of Justiciary, (which is a supreme court in every sense of the word, there being no appeal from it even to the House of Lords), but to that court only.

The sheriff or his substitute may either sustain the objection and dismiss the prisoner, or he may dismiss the objection and try the merits. In the former case, if the objection be repelled by the High Court, the prisoner is tried on the same indictment on the facts. In the latter case, if the verdict be against the prisoner, it is subject to the effect of the appeal. The procedure is illustrated in the following case:—

Robert Longmuir was placed at the bar of the Sheriff Criminal Court of Forfarshire, on the 16th July, 1858, before the sheriff substitute, accused of forging and uttering as genuine a certain document; he was cited to appear before the sheriff and sheriff substitute, or either of them. Various objections were taken to the relevancy of the indictment, to which effect was given by the sheriff substitute, who pronounced the following interlocutor (judgment):—

"The sheriff substitute sustains the objections to the relevancy of the libel—that the documents quoted and founded on being imperfectly or not fully quoted in the printed copy served on the prisoner, as appears on referring to the documents themselves lodged in the hands of the clerk, and stated in the libel as being to be used in evidence: Moreover, and *ex proprio motu*, finds the major proposition is inaccurately drawn, in so far as there being two substantive charges against the prisoner in that proposition—viz. forgery, and using and uttering as genuine any forged obligation or writing, having thereon any

forged subscription, knowing the same to be forged; and in the minor proposition it only affirms, 'yet true it is and of verity that the said Robert Longmuir is guilty of the said crimes, or one or other of them, actor, or art and part;' whereas it ought to have affirmed that the prisoner, Robert Longmuir, is guilty of the said crime of forgery, actor, or art and part, or of the said crime of using and uttering as genuine any forged obligation or writing, having thereon any forged subscription, knowing the same to be forged, actor, or art and part. On these grounds, *finds the libel irrelevant, assoilzies the panel from the said libel, and dismisses him from the bar.*"

The Procurator Fiscal (the public prosecutor) intimated his intention to appeal to the High Court of Justiciary, which was recorded, and the prisoner was recommitted. Instead of doing so, however, the prisoner was brought up for trial on the 9th of August on a new indictment in precisely the same terms, with the exception of the date, as that on which he was brought up on the 10th of July preceding, the sheriff being the presiding judge. The prisoner's counsel pleaded the judgment of 10th July, and he also pleaded the same objections to the indictment, but all his pleas were repelled, and the prisoner pleaded guilty, upon which judgment and sentence were pronounced against him in ordinary form.

The prisoner's appeal came before the High Court of Justiciary on the 29th ult. From his counsel's statement of the case, it appeared that the sheriff had disregarded the absolvitor, because when his substitute assoilzied the prisoner, the merits of the case were not competently before him; and that he had reversed the judgment as to the relevancy, thinking it ill-founded, and stating that he would have done so if it had been his own judgment, remarking that it would be a hard thing if such an act were inadmissible in a Christian country, and in highly civilised times—when, even three hundred years before the Christian era, a Macedonian widow, defrauded of her just rights before King Philip, could appeal from Philip drunk to Philip sober; so that the assumption of the sheriff amounted to this, that either he or his substitute could review their own judgments. The prisoner's counsel contended that absolvitor from a charge is a bar against future trial on that charge, and that no judge is entitled to alter, review, or reverse his own decision, which, legally speaking, the sheriff had done; and he relied on the fact that the sheriff substitute's judgment had become final. He averred that the only authority on which the sheriff relied was the Macedonian precedent of an appeal from Philip drunk to Philip sober. But as no appeal had been entered in this case, as had been done in the widow's case, the judgment was not supported even by Macedonian law. In delivering judgment, Lord Cowan said, that the objection must be sustained—that though a judge might decide the same point differently at different times, yet he could not review either judgment; that a good illustration had occurred at the last Circuit Court at Glasgow:—Two prisoners of the same name in Glasgow Prison had been indicted for the circuit; the first was brought up, and an objection was stated that his designation did not distinguish him from the other prisoner. Several cases decided in the Circuit Court were cited, on the authority of which the objection was sustained, and the prisoner dismissed. The other prisoner was brought up next day, and the same objection was taken; but a case, decided in the High Court, which had not been mentioned on the previous day, was cited, and on the authority of that case Lord Deas repelled the objection—which was quite right. That, with regard to the words "assoilzies the panel" (prisoner), they must be held to have crept into the judgment per incuriam, as they were not applicable to the circumstances of the case, the facts not having been tried; but that, on the relevancy of the indictment, the plea of res judicata must be sustained. Lord Deas concurred for similar reasons, observing, in regard to the point mentioned by Lord Cowan, that it was the only one which, in the course of his experience, he felt perfectly sure that he had decided rightly, for he had decided it both ways.

Lords Ardmillan, Neaves, and Ivory, also concurred, stating their reasons.

UNPROFESSIONAL PRACTICE.

To the Editor of The Solicitors' Journal & Reporter.

Sir,—As your paper is often the medium of many a complaint against solicitors resorting to practices which are termed "unprofessional," but as no one seems willing to suggest the cause, or propose a remedy for the evil, I may be allowed to state what occurred, to my knowledge, just lately:—A solicitor instructs his London agent to search for judgments and annuities against one A. B., and inform him the result, which he did—none were found registered. The agent's account for search and letter amounted to 18*s.* 4*d.*, in addition to the 2*s* paid for searching, whilst on the left-hand margin of the bill was marked a sum of *only* 1*l.* 13*s.* 8*d.* as the proper charge to be taken by the country solicitor. Now, sir, there are plenty of stationers, men who may be trusted in the performance of such duties, and who offer to make the same search for 2*s.* 6*d.* in each case, or 5*s.* for the whole, with perhaps an additional 6*d.* for postage. Country clients are often very poor, and the solicitor is in conscience bound to save as much expense as possible, and rather than incur such charges as I have mentioned for a few minutes' work, he resorts to the stationer as the only means of doing justice to his client.

I am, Sir, yours very obediently,

Nov. 30, 1858. Lex.

Ireland.

Dublin, Thursday.

COURT OF CHANCERY.

Removal of a Solicitor-Trustee.

Leech v. *Wallace; Irwin* v. *Leech.*

These cases, which were before the Court on two previous days, were resumed, and concluded. The petition in the first case was filed in July, 1857, and twice amended since—viz. in September, 1857, and June, 1858, when the name of Amelia Wallace was substituted, as respondent, for that of her father, who had died in the meantime, and to whom she became the personal representative. It (petition) prayed that the respondent might be directed to bring in a sum of £906 Government Stock, a sum of £212 Bank Stock, and also a sum of £1000, being the amount of a policy of insurance effected on the life of the late Mr. Chamberlain Walker, and also that she should be directed to account for the dividends received on the Government and Bank Stock, and also what might be due on foot of the policy of insurance, and that the necessary accounts should be taken, &c. The suit was instituted by Mr. William Leech, solicitor, and trustee of the marriage settlement of a gentleman named Edward William Irwin, against the deceased gentleman, and continued against the present respondent, his daughter and representative, to make good the amount of certain trust funds, which, it was alleged, were, by a breach of trust on the part of Mr. Wallace, allowed to go into the hands of Mr. Irwin's father, to whose marriage settlement Mr. Wallace was, when the petition was filed, the surviving trustee. It was not denied that Mr. Wallace was, to a certain extent, guilty of a breach of trust; but it was contended that his representative was not liable, as Mr. E. W. Irwin and Mr. Leech were both consenting parties to what was done. The second petition was filed by Mr. E. W. Irwin for the purpose of having Mr. Leech removed as the trustee of his marriage settlement. When both cases had concluded,

The Chancellor said, that it had never fallen to his lot to be called on to give judgment in a case in which he felt so imperatively obliged to animadvert, in the strongest terms, on the conduct of one of the parties—he alluded to the conduct of Mr. Leech, the petitioner in the first matter, and the respondent in the second matter, and a solicitor of that court. The conduct of the parties he referred to was most discreditable, and unworthy an officer of the Court of Chancery; and of such a nature, that he (the Chancellor) would consider whether it would not be his duty to purge the roll of the court of this person's name. What had this petitioner and officer of the court done? It might be stated in a few words. After the lapse of years since the commission of an alleged breach of trust, the facts connected with which were entirely within his knowledge, and after purifying his conscience by passing through the Insolvent Court or applying for its protection, he files a petition as a trustee to a marriage settlement of 1848 against the surviving trustee of a settlement of 1824, to make good funds which he himself knew were not in existence when the latter settlement was executed, and a portion of which he knew was lent or paid over to other parties with his knowledge or assistance. He (the Chancellor) knew how to deal with such cases when they came before him, and he would, therefore, dismiss Mr. Leech's petition with costs; and he would, as he said before, consider if his name should not be removed from the rolls of the Court. As to the other petition, he would remove Mr. Leech as trustee, and refer it to the Master to appoint a fit and proper person.

Messrs. *Brewster*, Q.C., *F. Fitzgerald*, Q.C., and *Leech*, appeared for the petitioners; and the *Solicitor-General*, with Messrs. *Lawson*, Q.C., *F. Smith*, and *Byrne*, for the respondents.

The Court at its rising adjourned until after the termination of the sittings of the Chancery Appeal Court.

COURT OF QUEEN'S BENCH.

(Before the Full Court).

TAXATION—ADVICE OF COUNSEL.

Wade v. *Coneys.*

In this case an application was made to the Court for an order directing the taxing-master to review his taxation of the costs in this matter, with a view to allowing the expenses of a witness, who, by the parol advice of counsel, had been brought from a considerable distance on the part of the defendant. The case having been withdrawn by the plaintiff, the defendant became entitled to the costs of the day. The sum in dispute was a few shillings over £20; and the taxing-master refused to allow it.

Mr. *Betagh* made the application on the part of the defendant. It was opposed by Mr. *Michael Morris* on behalf of the plaintiff.

The CHIEF JUSTICE said, that without intimating or feeling the slightest suspicion that the advice was not bonâ fide given by counsel, the question was, could the Court, upon a parol statement of the sort, say that the officers would be justified in allowing these items. There were cases when the advice of counsel had been a ground of allowance. In a court of equity a trustee was often saddled with costs, or exempt from costs on the ground that he had or had not acted on the advice of counsel; but he never remembered a case in which parol advice was taken by the Court as a ground for giving or withholding costs. In a court of law, when a question of reasonable or probable cause arose, there were cases where the opinion of counsel given under his hand had been taken as evidence that a party had probable cause; but there was no case where a parol conversation between counsel and agent had been so taken. The officer might, and generally speaking ought, when he had before him the deliberate advice of counsel on a statement of a case, to admit the charges incurred in consequence of that advice. But if the Court said that upon a parol conversation between counsel and agent the costs should be allowed, they would be giving no protection to the suitor, and to the officer no sound and definite principle on which to act. It would be making a different principle, and violating what had hitherto been the practice of the Court. The motion should, therefore, be refused, but without costs, as this was the first occasion on which the question had been raised.

(SITTINGS AT NISI PRIUS.)

Several of the special jury cases having been called on, and the plaintiffs not being ready, the LORD CHIEF JUSTICE intimated that none of those records would be reinstated except upon very satisfactory grounds, verified by affidavit; nor would he reinstate any in which the briefs were not given out prior to the cases being called on. It was for the protection of the public, and only due to the bar itself, that counsel should be instructed in sufficient time—for how otherwise, amid the pressure of Nisi Prius business, could they have sufficient time to be prepared?

Mr. *M'Donough*, Q.C., thought that the rule his Lordship announced was a very judicious one, and would prove of advantage to all parties, if fully known and carried out in practice.

In the case of *Newenham* v. *Switzer*, which was struck out, the attorney for the plaintiff stated he was prepared to make an affidavit to show that his clerks were working on Sunday to try and complete the briefs, and that he had used all due diligence. They were ready for counsel.

His LORDSHIP intimated, that as that very morning the briefs were not in the hands of counsel, he would not depart from a rule just in principle and intended for the benefit of the suitors themselves.

REGISTRATION OF MARRIAGES, &c., IN IRELAND.

The following is the report of a committee of the Dublin Statistical Society on the registration of marriages, births, and deaths in Ireland.

"I.—IN REGARD TO MARRIAGES.

"We find that in the year 1844 an Act was passed for the Registration of Marriages in Ireland (7 & 8 Vict. c. 81), but that statute is obviously imperfect as a measure of general registration, since the marriages of Roman Catholics, who form the majority of the population, are excluded from its provisions.

"Such exclusion arose, as your committee believe, from the following cause: Certain formalities are by the statute required to be observed in the case of every marriage falling within its purview, the omission of which formalities might be held to render a marriage legally invalid. The imposition of such restrictions in the case of their marriages was considered objectionable by Roman Catholics.

"Your committee are of opinion that any measure of registration of marriages for Ireland which should seek to embrace Roman Catholic marriages should not impose any formalities as conditions affecting the legal validity of marriages, but should be strictly confined to the object of procuring a record of each marriage when solemnised. We consider that the fact of marriage should be registered by the district registrar upon a certificate obtained by him from the officiating clergyman, who should receive for each such certificate a small fee.

"But in order to carry into effect a complete system of registration of marriages in Ireland, your committee are of opinion that it is necessary to remove the disability and penalty attending the celebration of mixed marriages by Roman Catholic clergymen. At present, by the joint effect of the statutes of the 19 Geo. 2, c. 13, and 7 & 8 Vict. c. 81, every marriage celebrated by a Roman Catholic priest between two persons, either of whom had, within twelve months previous to the marriage, been or professed to be a Protestant, is null and void, and the clergyman celebrating the same is guilty of felony, and liable to transportation or penal servitude. So long as such a penalty exists, a complete return by Roman Catholic clergymen of marriages celebrated by them could not reasonably be expected.

"No law exists to prevent the celebration of mixed marriages by clergymen of the Established Church, or by Presbyterian ministers.

"Your committee are of opinion that the disability and penalty above mentioned in the case of Roman Catholic clergymen should be repealed.

"II.—IN REGARD TO BIRTHS AND DEATHS.

"We find that in Ireland there is no general registry of births or deaths, the duties of the Irish Registrar-General and the district registrars being confined to the registration of marriages.

"The provisions necessary to secure a complete registration of births and deaths in Ireland should be, in the opinion of your committee:—

"1. That the registration of births and deaths should be entrusted to the Registrar-General and district registrars.

"2. That it should be the duty of each district registrar to register all births and deaths in his district upon information supplied by relatives or others who have had personal knowledge of the fact of birth or death.

"3. The registrar should be empowered to apply for information when not voluntarily supplied, and an obligation should be cast upon the persons concerned to answer his inquiries for that purpose.

"4. That the number of districts for registration should be increased in such a manner as may be best suited to the convenience of those who are required to give information.

"We cannot conclude without adding, that births, deaths, and marriages are now registered, not only in England and Scotland, but (with the single exception of Ireland) in all the civilised states of Europe, whether Roman Catholic or Protestant; and we beg finally to report that we consider the subject to be one of extreme importance, and that a uniform registration of marriages, births, and deaths is required as an essential condition for many sanitary reforms affecting the welfare of the population, and as an additional protection to the moral and material interests of society."

Review.

The Law of Copyholds, in reference to Enfranchisement and Commutation. By LEONARD SHELFORD, Esq., Barrister-at-Law. London: Maxwell.

The Copyhold Enfranchisement Manual. By ROLLA ROUSE. London: Butterworths.

Although both these books relate to the same subject, the treatment is so entirely different that they will enter little into competition with each other. Mr. Rouse has given himself the larger scope, as regards subject-matter, while Mr. Shelford has collected together a much more considerable amount of legal information. Mr. Rouse divides his subject into three main sections, to which he adds an appendix of statutes and forms.

The first division is appropriated to the law of commutation and enfranchisement; the second is a collection of practical hints to parties about to enfranchise; and the third contains the mathematical part of the subject, and sets forth the principles on which the author has constructed a series of tables, giving the present value of the fines to be commuted or compensated. The legal portion of the work is rather brief, and consists for the most part of a readable abstract of the Copyhold Acts, which are given at length in the appendix. Having disposed of this part of his task, and added a few pages of practical suggestions, in which the advantages of commutations over enfranchisements are very strongly insisted on, the author proceeds to what he pronounces to be by far the most important division of the work, viz. that which concerns itself with the calculation of the present value of the fines to be commuted. Mr. Rouse confesses to a great love for figures, and informs his readers (p. 65) that his father's very intimate acquaintance with mathematics had induced him to acquire a general knowledge on that subject, which, combined with early attention to copyhold law, enabled him to solve, with greater ease than he could otherwise have done, questions which came before him relative to the value of copyhold enfranchisement. We do not know whether mathematical genius descends, like land, upon the eldest son; but our author is evidently desirous that his work should be tested by the accuracy of the mathematical division, and we shall therefore deal with it rather as the production of an actuary than of a lawyer.

Most persons who have anything to do with enfranchisements are aware that the Commissioners have issued a table purporting to show how many years' rental a tenant of any given age, from twenty to seventy, ought to pay as a fair equivalent for the future fines to which his copyhold would be liable. We do not know the data or the principles on which this table was constructed, and cannot profess to say whether it is or is not a tolerably near approximation to the truth. Mr. Rouse complains that it is very erroneous, and his own tables differ so widely from the official calculation, that on one side or the other there must be a very serious amount of blundering. Thus, if the tenant is of the age of twenty, the Commissioners give three years' purchase as the value of the fines in perpetuity; Mr. Rouse gives 3.7 years for female, and 3.9 for male lives, in the case of land, and 3.14 and 3.27 respectively for house property, which is more frequently alienated, and as to which the rate of interest assumed as the basis of calculation is taken by Mr. Rouse at 4 per cent. instead of 3 per cent., which he adopts for land. It is obvious that the approximation of the Commissioners is imperfect in not allowing for the difference between male and female lives, and perhaps, also, in not distinguishing between land and house property. But, at the best, only a rough approximation is possible, and the enormous discrepancy in the case of land between Mr. Rouse's and the official tables, seems to show that they have been based on different rates of interest, and different hypotheses as to the frequency of alienation, or else that one or the other set of tables is vitiated by some blunder of calculation. Where, according to the Commissioners, a man of twenty would have to pay £300 for enfranchisement, Mr. Rouse would exact £390. Is Mr. Rouse right, and are the Commissioners so grossly wrong as this? As we have said, we know nothing about the accuracy of the official tables; but Mr. Rouse has let us into the secret of his calculation, and we are bound to say that his inherited love of mathematics has not saved him from blunders which he would have escaped had he committed this part of his task to some friendly actuary.

We will endeavour to explain his mode of calculation. He assumes, as the result of experience, that the average interval between the occasions when fines are payable either on death or alienation, or the manorial interval, as it is called, is in the case of land fifteen years, and that 3 per cent. is a proper rate of interest. We have no doubt these are fair and reasonable assumptions for an average case. It follows, therefore, that the present value of all future fines, supposing the tenancy to be vacant at the time of enfranchisement, and the fine to be two years rental, will be an immediate fine of two years' rental, *plus* the present value of an equal fine fifteen years hence at 3 per cent., *plus* the present value of a like fine thirty years hence, and so on, as long as the terms of the series are of appreciable amount. All this is quite right, and the result obtained is stated by Mr. Rouse as 5.585 years' rental, which we will assume to be the accurate result of the calculation.

This being the value when no life is on the rolls, the next question is, what is the value when a tenant of given age is in possession? We extract Mr. Rouse's solution of this problem. [See page 74]:—

The difference between the value of an enfranchisement where no life is on the rolls, and that where a life of the greatest value stands admitted, and in which the full manorial interval is calculated, as that at the end of which the first fine will be payable, will be the one fine, or in the case of fines arbitrary, two years' value. It will therefore follow, that if the best life be equal to a reduction of the two years' value, as the value of the life diminishes the portion of the two years' value to be deducted will diminish.

Now, we grieve to say that this is quite wrong. The truth is, that if the tenant on the rolls be of the age at which the average of tenants are admitted, it may be assumed that the first fine payable will occur at the end of one manorial interval of fifteen years, and the enfranchisement to be paid by such a tenant will be exactly one fine less than that payable when the tenancy is vacant. The series to be added up will, in fact, be the same as for a vacant tenancy, with the first term, which equals one fine, or two years' rental, wanting. If the tenant is younger, more than fifteen years will probably elapse before the first fine; if he is older, less than fifteen years. Mr. Rouse has made the mistake of substituting the best life (which he afterwards points out to be a female life of four years old), for the average age of admittance, and, consequently, if we take from his tables the value of enfranchisement at four years old, that will really give us the value for a tenant of the average age of admittance. Now what is this average age? At page 85, Mr. Rouse assumes it to be forty-four, which strikes one at the first blush as rather high, but which is no doubt selected on good grounds by a gentleman of Mr. Rouse's large experience. It is remarkable that if Mr. Rouse's tables are corrected for the error we have noticed, the violent discrepancy between him and the Commissioners almost entirely disappears.

Thus, in Table I. (at page 112) the value of enfranchisement for a female tenant aged four is put at 3.585 years' purchase; that of a male of the same age at 3.6743. As we have seen, the first of these figures must really represent the value not at the age of four, but of forty-four. Now, if we turn to the Commissioners' table (at page 116) we find the value at forty-four given as 3.605401, or about half-way between Mr. Rouse's male and female values at four years old, and differing only about two per cent. from either. Mr. Rouse's uncorrected value for the age of forty-four is 4.1356 for men, and 4.2858 for women, which involves an error in each case of about one-sixth of the whole amount. A lord, therefore, who enfranchised with these tables, would get £700 where he was only entitled to £600.

Certainly when our author attacked the Commissioners' tables he should have remembered the proverb about dwellers in glass-houses. However, any man may make a slip, and Mr. Rouse's design of making the calculations of these matters intelligible is too good to be abandoned. Unluckily the mistake lies at the root of the matter, and vitiates the tables from beginning to end, but there is no reason why the author should not recall his present edition, which is worse than useless, and reissue the work with the errors corrected.

We have devoted so much space to Mr. Rouse, that we must be brief in our remarks on Mr. Shelford. As we have said, he confines himself to the legal aspect of the subject; but he has treated that with a completeness, which, but for one unfortunate circumstance, would make his book perfect of its kind. He has, we think, rightly judged that something more than a bald abstract of the Enfranchisement Acts was required, and the greater part of his book is accordingly filled with a clear and terse summary of the common law of copyholds. This will be very serviceable, for Watkins and Scriven were getting out of date, and no book existed in which the actual state of copyhold law at the present time was set forth. Unluckily, the book had been completed before the last statute, the Copyhold Act, 1858, was passed, and the consequence is, that the text gives the law of last year, which is materially different from its present state. The addition of the late Act in a supplement is all that Mr. Shelford has thought necessary to remedy this defect, but as we have had occasion to remark with respect to other authors, we think he should have suppressed the portion of his work which contains law that has been repealed, and have substituted a statement corrected to the date of publication. The cancelling of one, or perhaps two sheets, would have sufficed to render the present edition as perfect as we have no doubt the next edition will be made. In other respects the book is worthy of all praise for the perspicuity and compression which characterise the style of this, as of most others of Mr. Shelford's publications.

Concentration of the Law Courts and Offices.

[The Incorporated Law Society have lately issued a pamphlet

on this subject, which we now lay before our readers. The earlier and most important pages are here reprinted.]

Public attention in England has for several years past been earnestly, and not altogether unsuccessfully, directed to the necessity for legal reforms. Not only have many imperfections and anomalies in the law itself been corrected, but the mode of procedure has been simplified and improved. Relief may now be obtained in all our courts much more expeditiously and economically than heretofore, and an increasing desire is manifested, on the one hand, that the courts of common law may be enabled to administer incidentally equitable relief; and on the other, that courts of equity may exercise, concurrently with their original powers, some part of that jurisdiction which formerly belonged exclusively to courts of common law; and the Legislature has acted on this desire, and has sanctioned it by enactments designed to carry it into practice.

This tendency towards a concurrence of jurisdiction between the courts of common law and equity seems to render it very expedient, if not absolutely necessary, to secure, so far as may be practicable, a constant interchange of thought between the members of the two bars, and a ready access on the part of each to all the courts. In no way can this be more effectually promoted than by placing together all the superior courts of the metropolis, which at present are scattered here and there.

Besides, in order to combine the most complete efficiency with the greatest expedition and economy, it is necessary to concentrate, in some convenient locality, not only all the courts, but also the various offices attached to them, where a very large proportion of the business is actually transacted. It is essential that the judges and barristers in all the courts should have constant and ready intercourse with each other; that the inferior officers of each court, who are helping on the different suits, or working out the orders pronounced by the judges, should have prompt access to their judicial superiors, so that the judges may exercise a complete and constant superintendence over their officers, and the latter may be at hand to give information to the judges when required, and may never be at fault for want of directions. Not less desirable is it that the solicitor should be enabled to transact personally, to an extent which is now impossible, the business intrusted to him, great part of which is now of necessity left to clerks, because solicitors cannot be in two or more places at once.

Let us glance at the present situation of our different courts of law and equity, and of the offices connected with them.

Formerly, the courts of equity sat at Westminster in term time, and in Lincoln's-inn during the sittings out of term. This was found so inconvenient, owing to the locality of the courts, that, at the earnest request of the counsel and solicitors, the Lord Chancellor consented to sit in Lincoln's-inn during one or more terms in each year, and the convenience of this proved so great, that the sittings of the courts of equity are now *entirely held in the latter place.* So far, the question of removal has been successfully tested.

The courts of equity at the present day are therefore entirely located in Lincoln's-inn, notwithstanding the inadequate accommodation afforded. The old hall has been cut in two, to the destruction of all symmetry of proportion, and thus two retreats have been made for the highest courts of equity. In one sits the Lord Chancellor; in the other, the Lords Justices of Appeal; and nothing can be more unsatisfactory than the accommodation attempted to be afforded in the latter court. The Master of the Rolls sits in Rolls-yard, Chancery-lane, quite away from the other courts; and his chambers, where his Honour's chief clerks transact the larger part of the business of the court, are located in a house in Chancery-lane, temporarily and most inadequately fitted up for the purpose. Of the three Vice-Chancellors, two sit in courts hastily erected in Lincoln's-inn, in the most impromptu style, and professedly as temporary makeshifts only. All these courts, except that of the Master of the Rolls, are the private property of the benchers of Lincoln's-inn; so that the highest equity judges sit in buildings from which they may be ejected almost at pleasure.

The offices of the Registrars and the Accountant General are placed at some little distance from the courts of equity; and the Registrars' office is so confined that two of the Registrars are, or lately were, obliged to hire rooms in a private house on the opposite side of Chancery-lane.

The Chief Clerks of each Vice-Chancellor occupy hired chambers with very insufficient accommodation in different parts of Lincoln's-inn. The Taxing-masters are located in Staple-inn.

The common law courts sit at Westminster, nearly two miles from Lincoln's-inn and the Temple; the offices connected with these courts are partly in the Temple, partly in Lincoln's-inn, and partly in Chancery-lane; and the Judges' Chambers are in Serjeants'-inn.

The judge of the New Matrimonial and Divorce Court and Court of Probate has at present no court whatever; he occupies temporarily the court belonging to the Lord Chancellor at Westminster.

We may add that the Court of Bankruptcy is located in Basinghall-street, in the city; and the Court of Insolvency in Lincoln's-inn-fields.

Almost all the courts are confined, badly ventilated, and ill adapted to the high purposes to which they are applied. An appeal may be made to barristers and solicitors, to those who are summoned to sit on juries or to attend the court as witnesses, whether there is not almost a total absence of all reasonable accommodation.

It is, in fact, marvellous, and those who are not conversant with the subject will hardly believe, that in a country eminent for its practical habits of business, and where the law is held in such high esteem, so little respect has been shown for those eminent men by whom its laws are interpreted and enforced, and that nothing effectual has hitherto been done in the Metropolis to evince that respect, and to secure the efficient administration of the law, by erecting fitting temples wherein the homage of a great nation may be worthily offered to the majesty of justice.

The public are deeply interested in seeing that the judges, officers, and practitioners have adequate and convenient accommodation. Whatever tends to facilitate the transaction of business must be beneficial to those for whom the business is done.

And the present time seems peculiarly fitted for the consideration of the subject. The existing unsightly law courts at Westminster must come down; of that there can be no doubt. The design for the magnificent and costly new palace at Westminster cannot be carried out in its integrity while they remain. The central entrance to both Houses of Parliament is at present behind, and partially hidden by, the rough brick wall forming the termination of the law courts, which contrasts strangely with the splendid architecture of the hall which it disfigures. The whole mass constituting the courts is an ugly excrescence, offensive to the eye, and utterly inadequate for the purposes for which it is destined, and it mars the beauty and symmetry of a pile of buildings which has cost millions, and of which the country is justly proud.

Something must be done to remedy the existing state of things, and that speedily. It is a reproach to the country that nothing has been attempted hitherto.

This most important subject was first brought forward in 1840, by the Incorporated Law Society, at whose instance a select committee of the House of Commons was, on the motion of the late Lord Truro, then Attorney-General, appointed to inquire into the matter. The committee was renewed in 1845, on the motion of the late Mr. Charles Buller, and the evidence given before that committee is important. We shall only allude, for the present purpose, to the testimony of Sir C. Barry.

Sir Charles Barry shows conclusively the inconvenience and inadequacy of the existing courts, and the necessity for new ones, more in number, and more commodious; and the impossibility of constructing them, with the necessary extent of building, in the vicinity of Westminster Hall. Sir Charles states that there is no site near Westminster Hall for the erection of new courts, and he suggests to what purposes, connected with the new palace, the ground occupied by the present buildings may be appropriated.

Sir Charles then proceeds to describe a site of upwards of seven acres, which would afford ample space for all the courts of law and equity, and all the offices of all the courts. This site is bounded by the Strand on the south, by Carey-street on the north, and by Clement's-inn and New-inn on the west, and would extend nearly as far as Chancery-lane on the east. The clearance of the miserable lanes and alleys within that space, at present the abode of vice in every shape, would be of great advantage to the neighbourhood. The situation is admirably adapted for the purpose. It is in the midst of the inns of court, between the Temple and Lincoln's-inn; in the centre of the legal district, and in the centre also of the metropolis; and it is, moreover (which will recommend it to many whose old associations are connected with Westminster), in the city of Westminster.

Sir Charles would occupy the centre of the area with the requisite number of new courts and offices: he would widen the Strand and Fleet-street, near Temple-bar, and carry out the Government plan for widening Carey-street. His project is

extensive and complete, but it is of course subject to any modification or curtailment which may not interfere prejudicially with the object in view.

Of the inadequacy of the present accommodation, and of the pressing necessity for more ample and fitting buildings for the judges and officers of the courts of law and equity, it is imagined there can be no question, and it will probably seem to most persons that the site indicated above is the best and most convenient that can be selected.

Something has been whispered of a design, on the part of the benchers of Lincoln's-inn, to enlarge the accommodation they at present afford to the equity judges, and to erect permanent Chancery Courts on or near to the site of the buildings where they are at present held. The completion of such a design is to be earnestly deprecated.

It forms a strong ground of objection to this project, that the erection of equity courts in Lincoln's-inn would amount to a practical decision against that blending of law and equity which most thoughtful people consider desirable, and which the Legislature has stamped with its approval, and has advanced by Acts of Parliament. There is not sufficient space in Lincoln's-inn for all the courts, and if new courts of equity were erected there, they could hardly be abandoned hereafter; and thus, while public opinion and public legislation are tending towards a gradual fusion of legal and equitable principles of jurisprudence, the question would virtually be, to a great extent, decided in a contrary sense, by the erection of separate courts of equity, under conditions which preclude the future annexation of the common law courts. While everything else points to a reunion between law and equity, this would amount, if not to an actual divorce between them, at least to a judicial separation.

We repeat, the judges of the Court of Chancery, of the Court presided over by the head of the legal profession, ought not to sit in buildings provided by and belonging to a private society. It may be a legitimate object of ambition to the benchers of Lincoln's-inn to place by the side of their magnificent hall other erections, in which the highest courts of equity may dispense justice to her Majesty's subjects; to provide within their own precincts a fit habitation whence equity may issue her high decrees; but it is not fitting that so august a personage should dwell within private halls—should be the guest, however honoured, of a private body, however eminent; that the public courts of the realm should be held as it were on sufferance. Surely England is able to provide for herself courts of justice which shall be her own property.

The Society of Lincoln's-inn, feeling, no doubt, strongly that the present condition of the equity courts is a reproach to England, deserve the highest credit for proposing at their own expense to remove the stigma. But the only plausible argument we can see in favour of the erection of new equity courts in Lincoln's-inn is, that the buildings, being on a smaller scale, will be completed and fit for use at an earlier period. This proceeds, of course, on the admission that the want of new courts is urgent, and must be speedily supplied; so far we agree; but any one who knows the resources of this country, and has seen the wonderful rapidity with which buildings of gigantic magnitude are now erected, will readily comprehend how little there is in this objection; and few persons will be of opinion we ought to sacrifice a really grand design, embracing important national objects, in order to complete the buildings, say, one year sooner.

The questions that next arise are: 1st. What will be the necessary expense of the buildings? and 2ndly. How is the money to be provided? These questions we proceed to consider.

From the details given below, it appears that the whole outlay, if the plan of Sir C. Barry is carried out in its integrity, may be estimated at £1,200,000. But when the new buildings have been erected, a large sum will be obtained in diminution of the outlay, by sale of the old offices, and a large annual saving will be effected by the cessation of the rents now paid for different offices, hired to eke out the scanty accommodation provided for the staff of the courts of law and equity. The amount of these annual rents is not known with any degree of accuracy, but it is believed to be more than £30,000, which latter sum represents a capital exceeding £1,500,000.

We entreat the reader to bear in mind,

1st. That it is the duty of the Government of this country to provide courts in which the legal business of its subjects may be transacted;

2nd. That at present no sufficient accommodation for these purposes is afforded;

3rd. That the country is actually paying, say, 50,000 per annum for rents of buildings, or sites of buildings, for the purpose of supplying this accommodation.

We proceed to set forth the estimate made by Sir Charles Barry, some years back, of the expense of the site for new courts of justice, and of the various offices connected with them, and of the necessary outbuildings:—

	£ s. d.	£ s. d.
Cost of the site (about 700 feet by 480 feet, or 7¾ acres)	. . .	675,074 0 0
Rough estimate of the proposed courts, combined with the common law and equity offices now scattered in various localities	300,000 0 0	
To which add for approaches, foundations, sewerage, warming and ventilating, fire-proofing, gas and water services, fittings, fixtures, furniture, and decorations, &c.	180,000 0 0	
Contingent and incidental charges	42,000 0 0	
		522,000 0 0
Gross cost of site and building	. . .	1,197,074 0 0
Deduct for the value of ground-rents for chambers to be erected on portions of the proposed site not immediately required for the new courts and offices, to be leased for seventy-five years, with power reserved for repurchasing or occupying the chambers as offices attached to the courts, if required	316,500 0 0	
And for the amount to be realised by the sale of the Masters', Record and Writ Clerks', Registrars', Accountant-General's, and Secretaries of Bankrupts' and Lunatics' Offices	60,000 0 0	
		376,500 0 0
Net cost of site and building	. . .	820,574 0 0
From this sum, we conceive, may ultimately be deducted the value of the rent which will be saved for the offices of the Taxing Masters and the Lunacy Masters	24,000 0 0	
Also the saving of rent for the offices of all the common law courts, estimated at not less in value than*	50,000 0 0	
To which add the value of the present site of the courts at Westminster	86,000 0 0	
And the value of the Rolls' Offices	12,000 0 0	
		172,000 0 0
Ultimate cost of site and building	. . .	£648,574 0 0

The foregoing estimate supposes a clearance of 7¾ acres. This may, of course, be reduced, if thought desirable, to a very considerable extent. At all events, we may safely consider the ultimate cost as between £500,000 and £750,000. The larger sum represents at 3 per cent. an income of only £22,500 per annum.

The above estimate also includes the cost of widening and improving Carey-street; but as the Government have already determined to effect this improvement in connection with the intended central street and the new Record Office, this ought not to be considered any part of the proposed outlay. It has not, however, been thought right to alter the figures of Sir C. Barry; but of course his plan may be modified to any extent which may be considered proper.

Court Papers.

Court of Chancery.

CAUSE LISTS.—MICHAELMAS TERM, 1858.

☞ *The following abbreviations have been adopted to save space:—*

A. Abated—*Adj.* Adjourned—*A. T.* After Term—*App.* Appeal—*C. D.* Cause Day—*Cl.* Claim—*Cts.* Costs—*D.* Demurrer—*Ex.* Exceptions—*F. C.* Further Consideration—*F. D.* Further Directions—*K.* V. C. Kindersley—*M.* Master of the Rolls—*Mtn.* Motion—*P. C.* Pro Confesso—*Pl.* Plea—*Ptn.* Petition—*R.* Rehearing—*S.* V. C. Stuart—*S. O.* Stand over—*Sht.* Short—*W.* V. C. Wood.

LORD CHANCELLOR AND LORDS JUSTICES.

APPEALS.

L. C. { Wellesley v. Mornington / Mornington v. Wellesley } (2)
The Official Manager of the Athenæum Life Assurance Society v. Pooley (S.)
L. C. Scott v. Mayor, &c., of Liverpool (S.)
{ Rawlins v. Wickham / Wickham v. Bailey } (S.)
Morris v. Morris (S.)
Sutter v. Marriott (M.)
Edwards Wood v. Marjoribanks (S.)
L. C. Sheppard v. Oxenford (W.)
Haviland v. Mortiboy (S.)
Taylor v. Taylor (S.)
L. C. The Great Luxembourgh Railway v. Magnay (defective) (M.)
L. C. Wythes v. Labouchere (W.)
Swainson v. Swainson (S.)
L. C. Maddison v. Chapman (W.)

* This is, in fact, very much more, and since the time this evidence was given other offices have been hired.

L. C. Robinson v. Wood (K.)
L. C. Stewart v. Jones (W.)
Broughton v. Hutt (S.)
Holling v. Lumley (S.)
Cook v. Sturgis (S.)
Re Canning (S.)
Wallis v. Bell (S.)
L. C. Monypenny v. Monypenny (W.)

MASTER OF THE ROLLS.

CAUSES, &c.

Jenkins v. Bowen (F. D. & Csts.)
Neale v. Bacon (Mtn. for dec.) (Dec. 20)
Case v. Midland Railway Company (do.)
Heaton v. Tempest (Cause) (Dec. 11)
Gray v. Falconer (do.) (Dec. 23)
Goss v. Jenkinson (Mtn. for dec.)
Campion v. Rogers (do.)
Spafford v. Bell (do.) (Dec. 7)
Woodburn v. Grant (Mtn. to vary Certificate)
St. Albyn v. Harding (Mtn. for dec.) (Dec. 8)
Stevenson v. Scanlan (Cause)
Rogers v. Gichard (Mtn. for dec.)
Lazenby v. Marshall (do.)
Isaacs v. Homfray (Cause)
Barnard v. Cave (Cl.)
In re Langharne } (F. C.)
Langharne v. Jones }
Scott v. Colburn (Mtn. for dec.)
Paine v. Chitty (do.)
Chitty v. Paine (do.)
Chitty v. Paine (do.)
Gandee v. Stansfeld (do.)
Archer v. Dowsing (do.)
Leake v. Taylor } (do.)
Leake v. Taylor }
Maynard v. Wright (do.)
Whitmore v. Dunn (do.)
Nightingale v. Rushton (Cause)
Henderson v. Howard (Mtn. for dec.)
Stansfeld v. Green (Cause)
Wright v. Stansfeld (Mtn. for dec.)
Evans v. Lewis (do.)
Walker v. Morton (do.)
Sinnott v. Fuller (F. C.)
Cole v. Gibbons (Mtn. for dec.)
Alston v. Pyddoke (F. D. & csts.)
Ruxton v. Poingdestre (F. C.)
Burgess v. Hately (Mtn. for dec.)
Powell v. Hellicar (do.)
Bird v. Dingle (do.)
Madden v. Baxter (do.)
Herrett v. Alexander (Cause)
Allen v. Spring (Mtn. for dec.)
Evans v. Angell (Cause)
Jackson v. Collins (Cl.)
Batterham v. Peck (Mtn. for dec.)
Palin v. Palin (do.)
Smith v. Acton (do.)
Sturgis v. Davis (F. C.)
Aspinall v. Bourne (Mtn. for dec.)
Phillips v. Fletcher (Cause)
Burgess v. Hill (Mtn. for dec.)
Mason v. Bateson (Cause)
Anderson v. Anderson (Mtn. for dec.)
Rowland v. Brewer (F. C.)
Bollard v. Bollard (do.)
Badger v. Littlewood (Mtn. for dec.)
Shackleton v. North (F. C.)
Copsey v. Copsey (Cl.)
Cutfield v. Richards (F. C.)
Day v. Tamplin (do.)
Street v. Worsley } (do.)
Worsley v. Worsley }
Wilkinson v. Bewicke (do.)

VICE-CHANCELLOR SIR RICHARD T. KINDERSLEY.

CAUSES, &c.

Davison v. Bourne (Mtn. for dec. part heard)
Cleobury v. Anchor Assurance Company (D.)
Mason v. Eales (Claim)
Wilson v. Beddard (F. D. & costs)
Le Hunt v. Webster (Cause)
Wright v. Wilkin (do.)
Bisgood v. Rickard (do. Dec. 6)
Perks v. Stothert (do. Dec. 10)
Lincoln v. Wright (Mtn. for dec.)
Sherwood v. Storer (do.)
Bennington v. Adams (do.)
Drew v. Howkins (do.)
Balcombe v. Woodford (Cause Dec. 15)
Hamilton v. Smith (do. Dec. 18)
Whitmore v. Pepper (do.)
Whitfield v. Soper (Claim)
Brent v. Briggs (Cause)
Belben v. Drax (Mtn. for dec.)
Price v. Bostock (Cause)
Williams v. Rowland (do.)
Swann v. Lowe (do.)
Archer v. Hall (Mtn. for dec.)
Long v. Holroyd (Mtn. for dec.)
Large v. De Ferre (F. C.)
Worn v. Smale (Mtn. for dec.)
Bignold v. Giles (do.)
Simpson v. Lister (do.)
Thomas v. Bernard (Cause)
Orr v. Dickinson (Mtn. for dec.)
Thomas v. Bernard (2nd suit do.)
Linskill v. Linskill (Cause)
Thomas v. Macklin (Mtn. for dec.)
Espin v. Pemberton (do.)
Bradley v. Borlase (Cause)
Reynolds v. Godlee (do.)
Jones v. Pigeon (Mtn. for dec.)
Westhead v. Sale (do.)
Foster v. Malins (do.)
Warde v. Dickson (do.)
Goldsmith v. Dinn (do.)
Gibbons v. Gibbons (do.)
Bellamy v. Brickenden (do.)
Lambarde v. Peach (Cause)
Cory v. Norris (do.)
Weldon v. Hoyland (Mtn. for dec.)
Lewis v. Lewis (F. C.)
Day v. Day (Mtn. for dec.)

VICE-CHANCELLOR SIR JOHN STUART.

CAUSES, &c.

Maclurcan v. Lane (F. C. & ptn. part heard)
Melhuish v. Maclurcan (F. C. part heard)
Frayne v. Gummer (F. C.)
Reilly v. Lane (Mtn. for dec.)
Shenton v. Armstrong (do.)
Fripp v. Douglas (Cause)
Blower v. Blower (F. C. & mtn.)
Prichard v. Hindle (Mtn. for dec.)
Phillips v. Richards (do.)
Illingworth v. Walker (do.)
Jackson v. Ward (do.)
Coltman v. M'Murray (do.)
Davies v. Davies (do.)
Graham v. Burton (Mtn. for dec. agst. deft. Woodhouse and cause agst. other defendants)
Harris v. Morgan (F. C.)
Abney v. Dolphin (do.)
Macmeiken v. Hawks (Mtn. for d.)
Cornwall v. Davies (Cause)
Bennett v. Wymond (Mtn. for dec.)
Butcher v. Briggs (Cause)
Jackson v. Forsyth (do.)
Rivers v. Tombs (Cause)
Morgan v. Higgins (do.)
Cooper v. Cooper (Mtn. for dec.)
Adams v. Williams (do.)
Bonser v. Bradshaw (do.)
Pearman v. Twiss (do.)
Carmichael v. Boyle (do.)
Nield v. Binns (Cause)
Selby v. Brown (F. C.)
Watson v. Saul (Mtn. for dec.)
Emmett v. Campbell (Cl.)
Lacey v. Ramsdale (F. C.)
Hibberd v. M'Gill (Mtn. for dec.)
Williams v. Cowlishaw (Cause)
Brook v. Eastwood (do.)
Harrison v. Deacon (F. C.)
Shaw v. Shaw (Mtn. for dec.)
Herrett v. Lee (do.)
Holmes v. Bidmead (F. C.)
Henderson v. Robson (do.)
Kitchen v. Kitchen (Mtn. for dec.)
Hull v. Christie (F. C.)
Baker v. Ellis (do.)
Ransom v. Ransom (do.)

VICE-CHANCELLOR SIR WILLIAM P. WOOD.

CAUSES, &c.

Williams v. Tyley (Ptn. & F. C. part heard)
Pearetth v. Pearetth (D.)
Gee v. Johnston (do.—Dec. 6)
Gee v. Johnstone (D.)
Bray v. The North Eastern Railway Company (L. to answer—Dec. 7)
Bray v. The North Eastern Railway Company (do.)
Bray v. The North Eastern Railway Company (do.)
Goold v. Teague (D.)
Earp v. Lloyd (Mtn. for dec.)
Jayne v. Harris (do.—Dec. 14)
Todd v. Williams (Cause)
Gahagan v. Hinks (Mtn. for dec.)
Mesnard v. Welford } (Cause)
Gawen v. Gahagan }
Toppin v. Pyke (Mtn. for dec.)
Townshend v. Williams (Cause)
Macnee v. Nimmo (Mtn. for pet. & mtn.)
Grosvenor v. Green (Cause)
Venning v. Lloyd (Mtn. for dec.)
Nicholls v. Elford (do.)
Walrond v. Rosslyn (do.)
Mogg v. Mogg and Others (do. & pet.)
Williams v. Todd (Cause)
Bristow v. Whitmore (Mtn. for dec.)
Gosling v. Gosling (Sp. case)
Western Bank of London v. Southall (Sp. case)
Allen v. Talbot (Mtn. for dec.)
Puxley v. Puxley (do.)
Kipling v. Coulthard (do.)
Solly v. Solly (do.)
Walker v. Williams (Cause)
Packer v. Ingram (Mtn. for dec.)
Powell v. Heather (Cause)
Napier v. Routledge (Mtn. for dec.)
Parker v. Watkins (do.)
Browne v. Hammond (Sp. case)
Orger v. Sparke (Mtn. for dec.)
Carrington v. Brittlebank (Cause)
Heming v. Leifchild (do.)
Morris v. Wilson (Mtn. for dec.)
Senhouse v. Gaitskell (do. & pet.)
Attorney-General v. London & North Western Railway Company (Mtn. for dec.)
Jones v. Mingay (Mtn. for dec.)
Westby v. Westby (Cause)
Williams v. Powell (Cause)
Walton v. Hills (do.)
Barker v. Milner (Sp. case)
Kenward v. Holman (F. C.)
Parker v. Lake (do.)
Chittenden v. Lawford (do.)
Avison v. Simpson (Sp. case)
Sleight v. Lawson (F. C.)
Watkins v. Eaton (Mtn. for dec.)
Bunny v. Bunny (F. C.)
Wycherley v. Barnard (F. C. & sums. to vary cert.)
Attorney-General v. Southall (Mtn. for dec.)
Parker v. Hills (do.)
Calvert v. Calvert (do.)
Denison v. Avison (F. C.)
Harrison v. Watts (do.)
Powell v. Powell }
Powell v. Powell } (F. C.)
Powell v. Sheriff }
Blackburn v. Hartley (Mtn. for dec.)
Holmes v. Tamplin (F. hearing on & equity reat.)
Eade v. Parnell (F. C.)
Henney v. Fenton (do.)
Cowell v. Cowell (Mtn. for dec.)
Wylie v. Wylie (F. C.)
Wylie v. Enshin (Mtn. for dec.)
Sidebottom (A. K.) v. Sidebottom (M. A.) (Cause)
Burt v. British National Life Assurance Association (do.)
Scarth v. Owen (Mtn for dec.)
Aked v. Stuthard (do.)
Walsh v. Eschmann (F. C.)
Dalton v. Dalton (Mtn. for dec.)
Furley v. Hyder (Mtn. for dec. & Ptn.)
Bullough v. Bullough (F. C.)
Smith v. Fenton (Mtn. for dec.)
Morrison v. Eckford (Cause)
Finkus v. Wood (do.)
Taverner v. Grindly (F. C.)
Kohler v. Gabriel (Cause)
De Combe v. Decombe (F. C.)
Humphry v. Stevens (do.)

Queen's Bench.

NEW CASES.—MICHAELMAS TERM, 1858.

NEW TRIAL PAPER.

Tried during Term.

Middlesex Smee v. Ford.
" Christmas v. Green.
London. Dale v. Paterson.

Common Pleas.

NEW CASES.—MICHAELMAS TERM, 1858.

NEW TRIAL PAPER.

Suspended.

London. Staff v. Jullien.
" Smith v. Manners and Another.

Exchequer of Pleas.

NEW CASE.—MICHAELMAS TERM, 1858.

Appeal. Williams v. Smith.

Births, Marriages, and Deaths.

BIRTHS.

FEW—On Nov. 27, at West-hill, Wandsworth, Mrs. Charles Few, of a son.
JONES—On Nov. 23, at Edgeville-house, Leamington, the wife of W. E. Jones, Esq., M.A., Barrister-at-Law, of a daughter.
MARTIN—On Nov. 27, at Shooter's-hill, Kent, the wife of Thomas Martin, Esq., of Gracechurch-street, Solicitor, of a son.
PEDLEY—On Nov. 2, at Montem-villas, Adelaide-road, N.W., the wife of J. Pedley, jun., Esq., of a daughter.

MARRIAGES.

ESTILL—HELDER—On Nov. 30, at the parish church of St. Andrew's Holborn, by the rector, the Rev. H. G. S. Blunt, B.A., Edward Douglas Estill, eldest son of Edward Estill, Esq., of Liverpool, to Marian, eldest daughter of George Helder, Esq., of Great James-street, Bedford-row.

DEATHS.

BELL—On Nov. 38, at Downham-market, Henry Francis Bell, aged 24, eldest son of Mr. F. B. Bell, Solicitor, Downham-market.
JONES—On Dec. 1, Ellen, youngest surviving daughter of Mr. Charles James Jones, of Spital-square, Solicitor.
LAMBERT—On Nov. 28, Daniel Lambert, Esq., of Lincoln's-inn, and Banstead, Surrey, in the 46th year of his age.
LEECH—On Nov. 27, in the 33rd year of his age, Joseph James, eldest son of Joseph Leech, Esq., of Moorgate-street, and Lee-park, Blackheath, Solicitor.
SPYER—On Nov. 26, at Endsleigh-street, Tavistock-square, Walter Josephs Spyer, in the 15th year of his age, youngest and dearly-beloved son of Mr. and Mrs. Jones Spyer.
SALMON—On Nov. 26, at Brighton, William Reynold Deere Salmon, of the Inner Temple, Esq., Barrister-at-Law, M.R.C.S.E.
SHERER—On Nov. 24, Henry William Sherer, Barrister, of the Inner Temple, eldest son of the late John Walter Sherer, Esq., Bengal Civil Service.

THEAKSTON—On Nov. 25, George Homfray Theakston, Esq., aged 44, formerly Solicitor, of Allsop-terrace, Regent's-park.

TUCKETT—On Nov. 25, at 27 Fort-crescent, Margate, Anna Eliza Tuckett, daughter of the late George Lowman Tuckett, Esq., formerly Chief Justice of Jamaica.

WHITE—On Nov. 6, at Pulteney-street, Islington, John Burrough White, last surviving son of the late Sampson White, Esq., of Clapham and of the Inner Temple, aged 66.

WHITE—On Nov. 29, at Bath, Martha Eliza, eldest daughter of the late James White, Esq., of Clapham-rise, Surrey, and of Lincoln's-inn.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

Baring, Sir Thomas, Bart., Stratton-park, Hants, Hon. Sir George Henry Rose, Sandhill, Hants, Rev. William Marsh, D.D., Leamington Priors, Warwickshire, and John Labouchere, Esq., Birchin-lane, £2600 Consols.—Claimed by John Labouchere.

Best, Charles Frederick, sen., Gent., Berners-street, Oxford-street, £100 New 3 per Cents.—Claimed by Charles Frederick Best, his administrator.

Bonser, Thomas, Salesman, Newgate-market, £1500 Consols.—Claimed by Thomas Bonser.

Browne, Catherine, Widow, Highbury-terrace, Islington, certain dividends of 3l. per Cent. Consols.—Claimed by Sarah Browne, Spinster, the administratrix.

Chappell, John Abraham, Gent., Lower Edmonton, Middlesex, £10,600 Reduced.—Claimed by Robert Mollett, executor.

Duncan, Peter, Esq., Finsbury-place South, £1500 Reduced.—Claimed by John Sutton, one of his executors.

Evans, William, Esq., Atlestree-hall, near Derby, Samuel Evans, Esq., Derby, and Rev. Thomas Garnier, Rector of Longford, Derbyshire, £400 Consols.—Claimed by Samuel Evans and Thomas Garnier.

Fleming, Ernestine Marie Houdelot, Widow, Paris, Alexander Charles Marie Ernest Count de Canonville, Paris, and John Henry Bell, Colonel in the Army, Eaton-square, £1205 : 5 : 7 Consols.—Claimed by Ernestine Marie Houdelot Fleming.

Gillham, Rev. Thomas Wheeler, Leddington, near Uppingham, Rutlandshire, and Ambrose Thomas Sturges Dodd, Surgeon, Ryde, Isle of Wight, £3880 Consols.—Claimed by Thomas Wheeler Gillham.

Goddard, James, Esq., Belfast, Ireland, £636 : 3 : 8 Consols.—Claimed by William Rainey Goddard, the acting executor.

Graves, George Lionel, Esq., Bernard-street, Russell-square, £2220 Consols.—Claimed by George Lionel Graves.

Gregory, John Swarbreck, Esq., Bedford-row, £2937 : 13 : 5 and £2587 13 : 5 Reduced. Claimed by John Swarbreck Gregory.

Gulston, Anna Maria, Widow, Grosvenor-square, Maydwell Horatio Robert Gulston, Esq., Wimbledon-common, Surrey, and Justina Maria Gulston, Spinster, Grosvenor-square, £2240 : 18 : 0 Consols.—Claimed by Anna Maria Gulston.

Gulston, Joseph, Esq., Grosvenor-square, £1863 : 3 : 2 Consols.—Claimed by Anna Maria Gulston, Widow, the surviving executrix.

Gulston, Joseph, Esq., Grosvenor-sq., £365 : 6 : 1 Reduced.—Claimed by Anna Maria Gulston, Widow, the surviving executrix.

Hailstone, Rev. John, Trumpington, Cambridgeshire, £6000 Reduced.—Claimed by Rev. John Hailstone, his surviving executor.

Howe, Thomas, Esq., Lincoln's-inn, and Rev. Connop Thirlwall, Trinity College, Cambridge, £3638 : 5 : 2 Reduced.—Claimed by Rev. Connop Thirlwall (now Lord Bishop of St. David's).

Hendy, Margaret Sophia, widow, Chelmsford, Essex, £100 New 3 per Cents.—Claimed by Thomas Morgan Gepp, sole executor of Rev. John Woodrooffe Morgan, who was the surving executor of Margaret Sophia Hendy.

Houstoun, William, Esq., Bromley-hill, Kent, £8871 : 13 : 5 Consols.—Claimed by William Houston.

Isherwood, Mary, Spinster, Bath, £3000 Reduced.—Claimed by Dorinda Estella Maria Nash, Widow, administratrix.

Macaulay, Right Hon. Thomas Babington, of the Albany, Piccadilly, Richard Baxter, Esq., of Garden-court, Middle Temple, and Richard Potter, Esq., Gayton, near Ross, Herefordshire, £1072 : 1 : 3 Consols.—Claimed by Right Hon. Thomas Babington, Lord Macaulay.

Moore, George, Merchant, Bow-churchyard, James Peek, Merchant, Love-lane, Eastcheap, and Hananiah Trape, Merchant, Aldgate.—Claimed by George Moore.

Oakes, Frederick Aston, Esq., Nowton, Suffolk, £2367 : 19 : 11 Consols.—Claimed by Frederick Aston Oakes.

Peacock, Very Rev. George, D.D., Dean of Ely, Rev. Joseph Romilly, Fellow of Trinity College, Cambridge, and Rev. John Lodge, Fellow of Magdalen College, Cambridge, £2000 Reduced.—Claimed by Joseph Romilly.

Phillips, John Roberts Spencer, Esq., Riffham's-lodge, Essex, and Philip Bennett, jun., Esq., Rougham-hall, Suffolk, £126 : 9 : 8 Consols.—Claimed by John Roberts Spencer Phillips & Philip Bennet.

Pinckard, John Thomas, Esq., Handley, near Towcester, Northamptonshire, £1498 : 17 : 4 Consols.—Claimed by John Thomas Pinckard.

Poyntz, Frances Mary, Spinster, Havant, Hants, £2039 : 16 : 11 Consols. Claimed by said Frances Mary Poyntz (now the Wife of Thomas Brace.)

Poyntz, Frances Mary, Spinster, Havant, Hants, and George Brace, Gent., Surrey-street, Strand, £16 : 9 : 0 and £4395 : 9 : 6 Consols.—Claimed by Frances Mary Poyntz (now the Wife of Thomas Brace) and George Brace.

Rowe, Ann, Widow, of Union-street, Kingsland-road, £600 New 3½ per Cents.—Claimed by Ann Overhill, wife of John Overhill, formerly Ann Rowe, Widow.

Shipston, William, Butcher, Great Yarmouth, Norfolk, £400 New 3½ per Cents.—Claimed by James Kemp, his sole executor.

Street, Joseph Payne, and Joseph Street, Gents., both of Islington, and John Hopton Forbes, Gent., of Ely-place, Holborn, £109 : 12 : 9 Consols.—Claimed by Joseph Street, and John Hopton Forbes, the survivors.

Trevelyan, Charles Edward, Esq., Treasury, £723 : 10 : 3 Consols.—Claimed by Sir Charles Edward Trevelyan.

Tupper, Martin Farquhar, Esq., Albury, Surrey, £900 Consols.—Claimed by Martin Farquhar Tupper.

Ward, Elizabeth, Spinster, Plaistow, Essex, £2000 Consols.—Claimed by Nathaniel Bagshaw Ward, administrator, with will annexed.

Weeden, William, Gent., Grosvenor-place, £3750 New 4 per Cents.—Claimed by William Weeden.

Witty, William, Miller, King's-mill, parish of Great Driffield, Yorkshire, one Dividend on £2484 : 19 : 2; and £1332 : 10 : 3 Consols.—Claimed by William Witty.

Heirs at Law and Next of Kin.

Advertised for in the London Gazette *and elsewhere during the Week.*

Bennett, Charles, and Sarah Bennett (formerly Sarah Lawrance), who resided, in 1800, in St. George's-in-the-East, London, carried on business as Mercer, and removed to Stratford, Essex, as Coach Proprietor. Apply by letter only to — Comp, Esq., 52 Theobald-road, London.

Brown, Eliza, formerly Eliza Batchelor, afterwards married to Joseph Chester, Licensed Victualler, St. Dionis Backchurch, Fenchurch-street, and afterwards married to John Brown, now of the Old Kent-road, Surrey (who died in Oct. 1851). Chester *v.* Brown, M. R. *Last Day for Proof*, Jan. 29.

Edwards, John, Esq., Chester (who died in Oct., 1854). Read *v.* Hughes, Banner *v.* Hughes. *Last Day for Proof*, Jau. 10, at County Palatine Registrar's Office, 1 North John-street, Liverpool.

Holmes, Samuel, late of Bengal (who died in April, 1855). Re Holmes' Estate, M. R. *Last Day for Proof*, Feb. 28.

English Funds.

English Funds.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bank Stock	224½	225½ 4½	224	225½	225½ 4½	..
3 per Cent. Red. Ann...	96⅞ ¾	96⅞ ⅝	96⅞ ⅝ ⅞	96⅞ ¾	96⅝ ¾	96⅝ ⅞
3 per Cent. Cons. Ann...	98⅛ 8	98⅛ ¼ ⅛	98¼ ⅛ ¼	98 ⅛ 7⅞	97⅞ 8⅛	98⅛ 8 ⅛
New 3 per Cent. Ann...	96⅝ ¾	96⅝ ¾ ¾	96⅞ 7 6⅞	96⅝ ⅞ ¾	96⅝ ⅞ ¾	96⅝ ⅝ ¾
New 2½ per Cent. Ann.	..	..	..	..	..	..
Long Ann. (exp. Jan. 5, 1860)	..	..	..	1 3-16	..	1 3-16⅛
Do. 30 years (exp. Jan. 5, 1860)	..	..	..	..	..	..
Do. 30 years (exp. Jan. 5, 1880)	..	..	..	..	..	..
Do. 30 years (exp. Apr. 5, 1885)	..	..	18½	..	..	18½
India Stock............	..	226 7½	227½ 8	226½	228	..
India Loan Debentures..	..	99½	99¼	..	99⅝ ½ ⅝	99⅝
India Scrip, Second Issue	..	..	..	..	..	..
India Bonds (£1,000) ..	..	10s p	..	11sp	13s p	14s11sp
Do. (under £1000).....	10s14sp	10s14sp	14s p	..	14s p	..
Exch. Bills (£1000) Mar.	40s p	37s40sp	37s40sp	37sp	39s p	39s p
Ditto June....	37s36sp	34s37sp	34s37sp	34sp	33s p	33s36sp
Exch. Bills (£500) Mar.	37s p	..	..	..	..	..
Ditto June....	36s p	34s p	..	..	36s p	..
Exch. Bills (Small) Mar.	37s p	37s40sp	40s p	..	36s p	39s p
Ditto June	36s p	37s35sp	..	..	36s37sp	34 37s p
Do. (Advertised) Mar.	..	..	..	..	..	..
Ditto June	..	..	..	..	..	..
Exch. Bonds, 1858, 3½ per Cent.	..	..	..	..	..	..
Exch. Bonds, 1859, 3½ per Cent.	100⅝	..	..	100½	..	100½ ⅝

Railway Stock.

Railways.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Birk. Lan. & Ch. Junc..	..	..	..	..	..	..
Bristol and Exeter	..	92½	..	92½ ¾	93½ 3	..
Caledonian............	86½ ½ ¾	86¾	87½ ¼	86¾ 7	87½ 7 ½	87½ 8½
Chester and Holyhead..	..	37	37¾ 8½	..	39½ 40	40½
East Anglian	..	..	..	..	16	..
Eastern Counties	61⅞	61⅞	62¼ ½ ¼	62 1½ 2	61⅞	62¼
Eastern Union A. Stock.	..	..	..	..	..	..
Ditto B. Stock	..	29	..	..	..	..
East Lancashire	..	..	..	..	..	..
Edinburgh and Glasgow	..	..	..	..	..	..
Edin. Perth, and Dundee	26¾ ⅝	..	..	26⅞	..	..
Glasgow & South-Westn.	..	..	..	..	..	..
Great Northern	107	107¼ ½	107⅞ 8	108½ 8	108	108½
Ditto A. Stock	92½	..	95½ 5 ½	94⅞	95¾	95½ 4⅞
Ditto B. Stock	..	..	..	..	..	133
Gt. South & West. (Ire.)	..	..	..	..	..	..
Great Western	53⅝ ½ 4	53½ ⅝	53⅝ ¾ ½	53⅝ ⅝ ¾	53½ ¾	53⅝ ⅞ ½
Do. Stour Vly. G. Stk.	..	..	..	..	..	..
Lancashire & Yorkshire	95½ ⅝	95⅝	95⅝	95½ ½ ⅝	95⅝ ⅞ ¾	95⅝ 6½
Lon. Brighton & S. Coast	111 ½	..	111½ 11	111	111½	..
London & North-Wstrn..	91½ ¾	92 1⅞	92⅞ 3½	93 ½	93½ ¾ ½	93⅞ 4½ 4
London & South-Westrn.	92¾ 3½	..	93½ 3	93½ 3	93½ 3 ¼	93 ½
Man. Sheff. & Lincoln..	36½ 6	..	37 ½ ⅜	37 ½ ¼	37⅝	37⅝
Midland	98½	..	98¼	97⅞ 8½	98½ ½	98⅝ ¾ ½
Ditto Birm. & Derby	..	70	..	..	..	71 70
Norfolk	..	..	64	..	..	..
North British	55⅞ 6½	56½	56½	56 ½	..	56½ ½ ⅝
North-Eastern (Brwck.)	92	92½ ½	92¾ ½	92½ 2	92	92½
Ditto Leeds	..	..	..	46½	46½	..
Ditto York	74½ 5	74¾ ½	74¾	74½ 4 ½	74½ ½	74 ½
North London	..	..	..	..	103	..
Oxford, Worc. & Wolver.	..	..	28½	..	..	..
Scottish Central	..	..	..	..	..	..
Scot. N.E. Aberdeen Stk.	..	..	27 ½	..	27½ 6⅞	..
Do. Scotsh. Mid. Stk.	..	..	..	..	..	..
Shropshire Union	..	..	45	..	45½	..
South Devon	..	..	..	..	..	..
South-Eastern	..	..	75 4½	74½	74½	73
South Wales	73½ 3 4	74	..	..	73½	..
Vale of Neath	..	..	..	..	..	..

Insurance Companies.

	PAID.	PER SHARE.
Equity and Law	£5 19 10	..
English and Scottish Law Life	3 5 0	..
Law Fire	2 10 0	£4 0 0
Law Life	10 0 0	63 10 0
Law Reversionary Interest.....	25 0 0	23 6 8
Legal and General Life	6 9 0	..
London and Provincial Law	3 12 6	..

Estate Exchange Report.

(For the week ending November 26, 1858.)

At the Mart.—By Mr. J. G. Elgood.

Leasehold Residence, No. 3, Upper Belgrave-place; also workshops and premises in the rear; term, 27½ years unexpired; ground-rents, £13 : 8 : 6; let for the whole term at £100 per annum.—Sold for £910.

Leasehold House and Shop, No. 19, Upper Dorset-street, St. Marylebone; let at £36 per annum; term, nearly 47 years; ground-rent, 10 guineas.—Sold for £230.

Leasehold Residence, No. 19, Manchester-street, Manchester-square; let at £90 per annum; term, 30 years; ground-rent, £10 : 10 : 0 per anuum. Sold for £710.

Leasehold Residence, No. 10, Lower Seymour-street; let at £120 per annum; term, nearly 65 years; ground-rent, £12 : 12 : 0.—Sold for £1410.

Leasehold Net Improved Ground-rent of £71 : 7 : 0 per annum, arising from Nos. 42, 43, 44, & 45, Judd-street, and No. 20, Bidborough-street, Euston-road; term, about 48 years.—Sold for £1150.

Leasehold Net Improved Ground-rent, amounting to £112 : 16 : 0 per annum, arising from No. 12, Crescent-place, and Nos. 2 to 8, Burton-street; term, nearly 48 years.—Sold for £1610.

Leasehold Net Improved Ground-rents, amounting to £41 per annum, arising from Nos. 19, 20, & 21, Wood-street, Cromer-street, St. Pancras; term, 30 years.—Sold for £460.

Leasehold Residence, No. 27, Upper Seymour-street; term, 14 years from Lady-day last; ground-rent, £10; let at £120 per annum.—Sold for £705.

By Messrs. Peter Broad & Pritchard.

Leasehold Dwelling-house, No. 77, Borough-road; let at £32 per annum; term, 26 years; ground-rent, £10.—Sold for £170.

By Mr. Moore.

Leasehold Houses and Shops, Nos. 34, 34½, 35, & 1, Stracy-st., Commercial-road, Stepney; term, 43 years; ground-rent, £8; let at £88 per annum.—Sold for £670.

Leasehold Houses, Nos. 39 to 50, Follit-street, Globe-road, Nos. 1 to 12, Argyle-road; term, 66 years; ground-rent, £2 : 15 : 0 per house; and Nos. 47 & 48, Nelson-street, Hackney-road; term, 99 years; ground-rent, £8 : 4 : 0.—Sold for £4790.

Freehold Houses, Nos. 9, 10, & 2, Heath-street, Commercial-road, Stepney; let at £60 per annum.—Sold for £780.

Leasehold, Four Dwelling-houses, Nos. 40 to 43, Hardinge-street, Commercial-road; let at £21 each; term, 55 years; ground-rent, £2 : 10 : 0 each.—Sold for £630.

By Messrs. W. Cornell & Co.

Leasehold Residence, No. 1, Moore-place, Lambeth; let at £80 per annum; term, 95½ years from Michaelmas, 1785; ground-rent, 14 guineas.—Sold for £420.

By Francis Fuller & Co.

Leasehold Houses and Shops, Nos. 4, 5, & 6, Napier-road, Addison-road, Kensington; term, 92 years from 25th March, 1858; ground-rent, £6 : 10 : 0 per annum each; estimated rental, £130 per annum.—Sold for £700.

Freehold, No. 4, Sarah-street, East India Docks-road, Poplar; let at £23.—Sold for £300.

Freehold Dwelling-houses, Nos. 1 to 5, Wiltshire-terrace, Byron-street, St. Leonard's-road, Bromley; estimated annual value, £115.—Sold for £1035.

Freehold Villa Residences, Nos. 5 & 6, Albion-terrace, Forest-hill, Sydenham; let at £92 per annum.—Sold for £740.

By Messrs. Abbott & Wrigglesworth.

Leasehold Residence, with coach-house and Stabling, No. 17, Great Cumberland-street, Hyde-park; term, 44½ years from Michaelmas, 1858; ground-rent, £73 : 10 : 0; let at £160.—Sold for £1145.

By Mr. C. Wharton.

Policy for £600 in the West of England Office, on the life of a gentleman now in his 62nd year; annual premium, £24 : 15 : 6.—Sold for £170.

Policy for £3000 in the West of England Office, on the life of a gentleman aged 62; annual premiums, £80 : 15 : 6.—Sold for £630.

Policy for £600 in the Universal Life Assurance Society, on the life of a gentleman now in his 62nd year; annual premium, £26 : 14 : 6.—Sold for £130.

By Messrs. Edwin Fox & Bousfield.

Freehold Residence, No. 1, Belmont-terrace, Follington-park, Hornsey; let at £40 per annum.—Sold for £630.

Freehold Residence, No. 2, Belmont-terrace; let at £40 per annum.—Sold for £620.

Freehold Residence, No. 3, Belmont-terrace; let at £40 per annum.—Sold for £640.

Leasehold Residence, No. 1, Darnley-road, Hackney; let at £70 per annum; term, 80 years from Midsummer, 1857; ground-rent, £10 per annum.—Sold for £760.

Leasehold Residence, No. 2, Darnley-road; term, 80 years from Midsummer, 1857; ground-rent, £7 : 10 : 0; estimated value, 50 guineas per annum.—Sold for £440.

Leasehold House, No. 46, Bookham-street, Hoxton; let at £23 per annum; term, 90 years from 25th March, 1855; ground-rent, £5 : 7 : 6.—Sold for £305.

Leasehold Houses, No. 47, Bookham-street; let at £34 per annum; same term and ground-rent as preceding.—Sold for £310.

At Garraway's—By Mr. D. Cronin.

Leasehold Residence, No. 34, Argyle-street, King's-cross; let at £45 per annum; term, 77 years from Lady-day last; ground-rent, £5.—Sold for £450.

Leasehold Residences, Nos. 6, 7, & 8, Rutland-street, Hampstead-road, producing £55 : 10 : 0 per annum; term, 68 years from Michaelmas, 1858; ground-rent, £15 : 15 : 0.—Sold for £485.

Leasehold House and Shop, No. 74, Stanhope-street, Hampstead-road; let at 50 guineas per annum; term, 79 years from Michaelmas, 1858; ground-rent, 16s.—Sold for £590.

Leasehold Improved Ground-rent of £19 : 15 : 0 per annum, arising from No 50, Stanhope-street; term, 79 years from Michaelmas, 1858.—Sold for £360.

Leasehold Dwelling-houses, Nos. 44, 45, 46, & 47, Georgiana-street, Camden-town; let at £88 per annum; term, 81 years from Michaelmas last; ground-rent, £16.—Sold for £780.

Leasehold House and Shop, No. 4, Harcourt-street, Marylebone, held for 34 years from Midsummer, 1858; ground-rent, £12; net rental, £38 : 15 : 0.—Sold for £340.

Leasehold Houses, Nos. 13 & 13½, Providence-buildings, New Kent-road, and Nos. 47 & 48, Adam-street; annual rental, £93 : 5 : 0; term, 16 years from Lady-day last; ground-rent, £43 per annum.—Sold for £205.

Lease, with possession, of the "Lord Southampton," Public-house, Maitland-park, Haverstock-hill, Hampstead, held for 93 years from Christmas-day next, at a ground-rent of £25 per annum.—Sold for £1800.

By Mr. G. Dougal.

Lease and Goodwill of the "Lorrimore Arms," Public-house, Lorrimore-road, Walworth; term, 31 years from 29th September, 1858; rent, £58 per annum.—Sold for £600.

By Messrs. Farebrother, Clark, & Lye.

Freehold Residence, and three acres of Land, Castle-hill Lodge, Castle-hill, Reading, Berks.—Sold for £2300.

A Freehold Ground-rent of £4 : 10 : 0 per annum, arising from Residence, Garden, & Land adjoining the above, about 1a. 1r. 5p.—Sold for £300.

Freehold Ground-rent of £1 : 10 : 0 per annum, arising out of a plot of Market-garden Ground adjoining the above, 3r. 9p.—Sold for £160.

Freehold Ground-rent of £66 : 3 : 0 per annum, arising from Nos. 1 to 21, King-street, Old Kent-road, Surrey.—Sold for £1225.

Freehold Ground-rent of £26 per annum, arising from Nos. 1 to 12, Amery's-place, King-street, Old Kent-road.—Sold for 430.

Freehold Ground-rent of £65 : 17 : 0 per annum, arising from Nos. 13 to 25, and Nos. 37 to 47, Amery's-place.—Sold for £1200.

Leasehold Improved Ground-rents, £55 per annum, arising from Nos. 9 to 23, Winchester-place, Peckham; term, 96 years from Lady Day, 1830.—Sold for £800.

Leasehold Improved Ground-rents, £16 : 2 : 0 per annum, arising from Nos. 7 to 12, Elizabeth-place, Lilford-street, and Nos. 1 to 5, Thornton-terrace, Lilford-road, Cold Harbour-lane, Camberwell; term, 58½ years from Sept. 29, 1852.—Sold for £220.

Leasehold Improved Ground-rent of £30 per annum, issuing out of Nos. 1 to 17, Russell-gardens, Russell-street, Brixton; term, 59 years from Sept. 29, 1840.—Sold for £360.

By Mr. Charles Hawkins.

Freehold Plot of Building Ground, Whitley next Reading, Berks, about five acres; let at £40 per annum.—Sold for £1510.

Freehold Plot of Building Land, (about 20 perches), on Gallows-tree-common, Whitley near Reading.—Sold for £13.

By Messrs. Fisdell & Ashcombe.

Freehold Residence and Grounds, about 3a. 3r. 32p., Chase-side, Enfield.—Sold for £1200.

Freehold, a Cottage and Garden adjoining the above; let at 3s. 6d. per week.—Sold for £120.

Freehold Meadow Land, 3a. 0r. 27p., Holt White's-hill, Enfield.—Sold for £760.

Freehold Residence, Brigadier-hill, Enfield.—Sold for £300.

Copyhold, Three Cottages in Parsonage-lane, Enfield; let at 3s. 6d. a-week each.—Sold for £150.

By Mr. Murrell.

Leasehold Houses, Nos. 8 to 12, and 14 to 21, William-street, Chiswick, producing £69 : 6 : 0 per annum; term, 80 years from 24th June, 1841; ground-rent, £19.—Sold for £150.

London Gazettes.

Commissioner to administer Oaths in Chancery.

Tuesday, *Nov.* 30, 1858.

Hancock, Charles, Gent., Erith, Kent.

Perpetual Commissioners for taking the Acknowledgments of Married Women.

Friday, *Dec.* 3, 1858.

Clayton, John, Gent., of Lancaster-place, Strand; for the county of Middlesex, for the city and liberties of Westminster, and county of Surrey.

Cunliffe, Robert, Gent., Chancery-lane; for the city of London, and for the city and liberties of Westminster and the county of Middlesex.

Holmes, Alfred Green, Gent., Oxford; for the counties of Oxford, Bucks, and Berks.

Powell, George, Gent., Raymond-buildings, Gray's-inn; for the county of Middlesex, the city of London, and the city and liberties of Westminster.

Witty, Richard Henry, Gent., Essex-street, Strand; for the county of Middlesex, the city of London, and the city and liberties of Westminster.

Bankrupts.

Tuesday, *Nov.* 30, 1858.

BOWLES, John, Millwright, Colchester, Essex. *Com.* Holroyd: Dec. 10, at 1.30; and Jan. 11, at 1; Basinghall-st. *Off. Ass.* Lee. *Sol.* Jones, Colchester. *Pet.* Nov. 27.

BRYAN, Thomas, Hatter, Liverpool. *Com.* Perry: Dec. 6 and Jan. 4, at 11; Liverpool. *Off. Ass.* Turner. *Sol.* Williams, Liverpool. *Pet.* Nov. 23.

COLLINS, William, Linen Draper, 5 & 6 Rydon-ter., City-rd. *Com.* Goulburn: Dec. 13, at 11.30; and Jan. 17, at 2; Basinghall-st. *Off. Ass.* Pennell. *Sol.* Fisher, 3 King-st., Cheapside. *Pet.* Nov. 29.

COOK, GEORGE, Grocer, 23 St. Peter-st., Lower-rd., Islington. *Com.* Fonblanque: Dec. 8, at 12; and Jan. 14, at 2; Basinghall-st. *Off. Ass.* Graham. *Sol.* Doughty, 3 King-st., Covent-garden. *Pet.* Nov. 29.

EALAND, EDWIN NATHANIEL, Plumber, Birmingham. *Com.* Balguy: Dec. 11 & 31, at 11.30; Birmingham. *Off. Ass.* Kinnear. *Sols.* Southall & Nelson, Birmingham. *Pet.* Nov. 25.

GIBBS, ALEXANDER, Stained Glass Painter, 38 Bedford-sq. *Com.* Goulburn: Dec. 13, at 12.30; and Jan. 17, at 12; Basinghall-st. *Off. Ass.* Pennell. *Sols.* Lawrance, Plews, & Boyer, 14 Old Jewry-chambers. *Pet* Nov. 26.

GLEDHILL, WILLIAM, Plumber & Glazier, Monkfrystone, Yorkshire. *Com.* West: Dec. 16, at 11; and Jan. 14, at 11; Commercial-bldgs., Leeds. *Off. Ass.* Young. *Sol.* Smith, Bank-st., Leeds. *Pet.* Nov. 29.

GRIFFIN, ROBERT, Cattle Dealer, Stewkley, Bucks. *Com.* Holroyd: Dec. 10, at 2.30; and Jan. 11, at 2; Basinghall-st. *Off. Ass.* Lee. *Sols.* Fields, 40 Ely-pl., Holborn. *Pet.* Nov. 27.

JOHNS, THOMAS COKE, Printer, New-st.-sq., residing at 13 Sloane-st. *Com.* Fane: Dec. 10 and Jan. 7, at 12; Basinghall-st. *Off. Ass.* Cannan. *Sols.* Grane, Son, & Fesenmeyef, 23 Bedford-row. *Pet.* Nov. 27.

LEWIS, GEORGE, Leather Cutter, 8 Clarence-pl., Hackney-rd. *Com.* Fonblanque: Dec. 10, at 11.30; and Jan. 14, at 12; Basinghall-st. *Off. Ass.* Stansfeld. *Sols.* Slee & Robinson, Parish-st., St. John's, Southwark. *Pet.* Nov. 27.

MONUMENT, HENRY, Victualler, Britannia Tavern, 4 Caroline-pl., City-rd. *Com.* Goulburn: Dec. 13, at 11; and Jan. 17, at 1; Basinghall-st. *Off. Ass.* Nicholson. *Sol.* Leefe, 9 Lincoln's-inn-fields. *Pet.* Nov. 26.

OLIVER, WILLIAM LEMON, Stock, Share, & Mining Broker, 4 Austin Friars. *Com.* Fonblanque: Dec. 14, at 2; and Jan. 14, at 1; Basinghall-st. *Off. Ass.* Graham. *Sols.* Lawrance, Plews, & Boyer, 14 Old Jewry-chambers. *Pet.* Oct. 28.

PARVIN, RICHARD CLEAR, Haberdasher, 438 Oxford-st. *Com.* Fonblanque: Dec. 8, at 1; and Jan. 7, at 12; Basinghall-st. *Off. Ass.* Graham. *Sols.* Davidson & Bradbury, 22 Basinghall-st. *Pet.* Nov. 19.

PHILP, RICHARD, Watchmaker, Okehampton, Devon. Dec. 10 and Jan. 14, at 1; Queen-st., Exeter. *Off. Ass.* Hirtzel. *Sols.* Bird, Okehampton; or Terrell, Exeter. *Pet.* Nov. 27.

ROLFE, ALFRED, Timber Merchant, Dorrington-st., Clerkenwell. *Com.* Goulburn: Dec. 9 and Jan. 17, at 11; Basinghall-st. *Off. Ass.* Nicholson. *Sols.* Moseley, Taylor, & Moseley, 9 Old Jewry-chambers. *Pet.* Nov. 14.

SHEPPARD, WILLIAM, Ship Owner, Exmouth, Devon. Dec. 10 and Jan. 20, at 1; Queen-st., Exeter. *Off. Ass.* Hirtzel. *Sol.* Stogdon, Exeter. *Pet.* Nov. 29.

SPENCER, FREDERICK, Mercer, Birmingham. *Com.* Balguy: Dec. 11 & 31, at 11.30; Birmingham. *Off. Ass.* Whitmore. *Sol.* Still, Birmingham. *Pet.* Nov. 26.

WILLIAMS, ROBERT, Joiner & Builder, 78 Park-rd., Toxteth-park, Liverpool. *Com.* Perry: Dec. 13 and Jan. 7, at 11; Liverpool. *Off. Ass.* Bird. *Sols.* Francis & Almond, Liverpool. *Pet.* Nov. 27.

FRIDAY, *Dec.* 3, 1858.

BLOUNT, HIERON, WILLIAM SMITH, & GEORGE SMITH, Timber Merchants, Ilkeston, Derbyshire, formerly in co-partnership with RICHARD HENCHLEY, Iron Founder, Derby, adjudged bankrupt on Oct 26 (Blount, Smith, & Co.); which petitions are annexed by order of Dec. 2. *Com.* Balguy: Jan. 11, at 10.30; Nottingham. *Off. Ass.* Harris. *Sol.* Gamble, Full-st., Derby. *Pet.* Nov. 23.

BUTTON, EDWARD, Butcher, Windmill-st., Gravesend. *Com.* Evans: Dec. 9, at 11.30; and Jan. 13, at 1; Basinghall-st. *Off. Ass.* Bell. *Sol.* Gant, 37 Nicholas-lane, not *Mark-lane*, as advertised in last Friday's *Gazette*. *Pet.* Nov. 20.

HALL, WILLIAM WOLLOX, Currier, Kidderminster. *Com.* Balguy: Dec. 13 and Jan. 3, at 10.30; Birmingham. *Off. Ass.* Kinnear. *Sol.* East, Birmingham. *Pet.* Dec. 1.

HUNT, WILLIAM, Silk & Cotton Manufacturer, 118 Market-st., Manchester, and Tongs, near Middlesex, Yorkshire. Dec. 16 and Jan. 13, at 11; Manchester. *Off. Ass.* Hernaman. *Sols.* Cobbett & Wheeler, Brown-st., Manchester. *Pet. for Arrgnt.* Aug. 11.

MARCHANT, WILLIAM, Corn, Coal, & Seed Merchant, Rendezvous-st., Folkestone. *Com.* Fonblanque: Dec. 15 and Jan. 14, at 2; Basinghall-st. *Off. Ass.* Stansfeld. *Sol.* Lee, 15 Coleman-st. *Pet.* Nov. 25.

NICKS, JOHN, Dealer & Chapman, Bridge-st., Exeter. Dec. 21 and Jan. 20, at 1; Queen-st., Exeter. *Off. Ass.* Hirtzel. *Sol.* Terrell, Exeter. *Pet.* Nov. 26.

RUDDOCK, JOHN DYER, Upholsterer, 125 London-st., Reading, Berks. *Com.* Goulburn: Dec. 15 and Jan. 19, at 12; Basinghall-st. *Off. Ass.* Nicholson. *Sols.* Nichols & Clark, 9 Cook's-ct., Lincoln's-inn; or Smith, Reading. *Pet.* Nov. 30.

TAYLOR, WILLIAM, Coal Merchant, Newport, Monmouthshire. *Com.* Hill: Dec. 14 and Jan. 18, at 11; Bristol. *Off. Ass.* Miller. *Sols.* Cathcart, Newport; Gething, Newport; or Brittan & Son, Bristol. *Pet.* Nov. 25.

UPTON, JOHN, Plumber, Brighton, lately also a Boarding-house Keeper, at Warwick Mansion, Brighton. *Com.* Fonblanque: Dec. 15, at 12.30; and Jan. 12, at 12; Basinghall-st. *Off. Ass.* Stansfeld. *Sols.* Linklaters & Hackwood, 7 Walbrook; or Lamb, Brighton. *Pet.* Dec. 2.

WARNER, JOSEPH SIMS, Merchant, Sheffield. *Com.* Ayrton: Dec. 16 and Jan. 15, at 10; Council-hall, Sheffield. *Off. Ass.* Brewin. *Sol.* Fretson, Bank-st., Sheffield. *Pet.* Nov. 26.

WATTS, WILLIAM, Builder, Manchester. Dec. 20 and Jan. 11, at 12; Manchester. *Off. Ass.* Pott. *Sols.* Higson & Robinson, Cross-st., Manchester. *Pet. Nov.* 26.

BANKRUPTCY ANNULLED.

FRIDAY, *Dec.* 3, 1858.

URWIN, WILLIAM ROBINSON, Chain & Iron Merchant, Newcastle-upon-Tyne.—*Nov.* 25.

MEETINGS FOR PROOF OF DEBTS.

TUESDAY, *Nov.* 30, 1858.

BALL, JOHN, Merchant, Martin's-lane, Cannon-st. Dec. 21, at 12; Basinghall-st.

CAVERS, GEORGE, Jeweller, Carlisle. Dec. 21, at 11; Royal-arcade, Newcastle-upon-Tyne.

DUNTON, JOSEPH, Cattle & Sheep Salesman, Hoddesdon. Dec. 22, at 12; Basinghall-st.

EDWORTHY, JOHN, Dealer in Coal, Crediton. Dec. 16 & 23, at 1; Queen-st., Exeter.

HARDY, GEORGE, Machine Maker, Haddenham. Dec. 22, at 2; Basinghall-st.

HERRING, JAMES CRAGGS, Merchant, West Boldon, and WILLIAM HERRING, Timber Merchant, Sunderland (J. C. & W. Herring). Dec. 23, at 12; Royal-arcade, Newcastle-upon-Tyne.

HUMBLE, JOHN, Merchant, Felling, Durham. Dec. 22, at 1; Basinghall-st.

JEFFERD, HENRY, Builder, Lyme Regis. Dec. 16 & 23, at 1; Queen-st. Exeter.

MELLOR, JOHN, Innkeeper, Manchester. Dec. 22, at 12; Manchester.

METCALF, JOHN, & JOHN LILLY, Hosiers, Birmingham. Dec. 20, at 10; Birmingham.

MORGAN, EDWARD, Wholesale Stationer, 102 Cheapside (Wilson, Morgan, & Co.) Dec. 22, at 11; Basinghall-st.

MUDGE, PARMENAS PEARCE, Professor of Music, 3 Mount Radford-ter., St. Leonard, Devon, and Trelake-farm, Whitestone. Dec. 23, at 1; Queen-st., Exeter.

NICHOLLS, JAMES, Watchmaker, Redruth. Dec. 16, at 1; Queen-st., Exeter.

PRINCE, GEORGE, & JAMES PRINCE, Wine & Cigar Merchants, and Proprietors of the Prince's Club, 14 Regent-st., and 13 Carlton-st., Regent-st., Westminster. Dec. 10, at 1; Basinghall-st.

REDPATH, LEOPOLD, 27 Chester-ter., Regent's-park, and Great Northern Railway Company's Office, King's-cross. Dec. 22, at 1; Basinghall-st.

REEVES, JOHN FRY, JOHN FREDERIC REEVES, ORLANDO REEVES, & ARCHIBALD REEVES, Scriveners, Taunton; sep. est. of J. F. Reeves. Dec. 16 & 21, at 1; Queen-st., Exeter.

ROLLASON, GEORGE JAMES, Brass Founder, Birmingham, carrying on business with ROBERT TURNER. Dec. 10, at 10; Birmingham.

SCLATER, CHARLES, Nurseryman, Exeter. Dec. 16 & 23, at 1; Queen-st., Exeter.

SHAWCROSS, JOHN, Cotton Spinner, Manchester. Dec. 22, at 12; Manchester.

SKEEN, ALFRED, & ARCHIBALD FREEMAN, Timber Dealers, 75 Old Broad-st.; sep. est. of each. Dec. 22, at 12.30; Basinghall-st.

SMALLPEICE, HENRY WILLIAM BUND, & HENRY WILLIAM SMALLPEICE, Curriers, Guildford, and Aldershott. Dec. 22, at 12; Basinghall-st.

THENNE, JOHN FREDERICK, Dealer in Musical Instruments, Tavistock. Dec. 16 & 23, at 1; Queen-st., Exeter.

WATSON, THOMAS, Currier, Carlisle. Dec. 21, at 1; Royal-arcade, Newcastle-upon-Tyne.

WREFORD, ROBERT, Attorney, Exeter. Dec. 16, at 1; Queen-st., Exeter.

FRIDAY, *Dec.* 3, 1858.

ADNAM, JOHN, Wine & Spirit Merchant, 9 Old Fish-st. Dec. 15, at 1; Basinghall-st.

ARGENT, JOHN, Licensed Victualler, Rainbow-tavern, 15 Fleet-st. Dec. 24, at 12; Basinghall-st.

BLUNT, JOSEPH, Money Scrivener, formerly of 42 Lothbury, then of 3 Winchester-bldgs., now of 13 Austin-friars. Dec. 14, at 1; Basinghall-st.

BOWEN, JOSIAH, Currier, Walsall. Dec. 30, at 11.30; Birmingham.

COOKE, ROBERT, Hatter, Liverpool. Dec. 24, at 12; Liverpool.

COPE, WILLIAM NATHAN SYKES, Wholesale Tobacconist, 49 Wellington-st., Goswell-st., Middlesex, and Pelham-st., Nottingham. Jan. 27, at 10.30; Shire-hall, Nottingham.

CROSS, JAMES LAIDLAW, Insurance Broker, Liverpool. Dec. 24, at 12; Liverpool.

ECCLES, JOSEPH, EDWARD ECCLES, & ALEXANDER ECCLES, Cotton Brokers, Liverpool. Dec. 24, at 11; Liverpool; joint est., & sep. est. J. Eccles.

FELL, JAMES, Wholesale Tea Dealer, Liverpool. Dec. 24, at 12; Liverpool.

GODDARD, EDWARD, Licensed Victualler, Blue Posts Public-house, Berwick-st., Oxford-st., and Crown & Grapes Public-house, Little Newport-st. Dec. 24, at 1; Basinghall-st.

HERON, JAMES HOLE, JOHN SPEIR HERON, JAMES KNIGHT HERON, & ARTHUR HERON, Cotton Spinners, Manchester & Wigan. Jan. 14, at 12; Manchester.

KEMP, THOMAS, & EDMUND KEMP, Painters, Stratford-upon-Avon, and Pillerton Hersey. Dec. 27, at 10; Birmingham.

LACE, JOSEPH FLETCHER, 4 Mersey-st., Birkenhead, and LEONARD ADDISON, Abbot's Grange, Chester, Printers, Liverpool. Dec. 24, at 1; Liverpool, joint est., & sep. est. J. F. Lace.

MOODY, CHARLES, Builder, Derby. Dec. 28, at 10.30; Shire-hall, Nottingham.

MOYLE, GEORGE, WILLIAM HUNTER, & ALEXANDER HUNTER, Glove Manufacturers, Nottingham. Jan. 27, at 10.30; Shire-hall, Nottingham.

OWENS, JONATHAN, Assistant Overseer, Wrexham, JAMES JONES, Skinner, Portechoe, Isle of Man, now of Wrexham, & JAMES JONES, Skinner, Salop-rd., Wrexham, carrying on business at Wrexham as Fellmongers, under style of Trustees of Evan Morris. Dec. 16, at 11; Liverpool.

OXLEY, GEORGE PREVOST, Merchant, Liverpool. Dec. 29, at 11; Liverpool.

PIKE, GODFREY GREGORY, Grocer, Birmingham. Dec. 30, at 11.30; Birmingham.

SCHEURMANN, GUSTAV, Music Seller, 86 Newgate-st. Dec. 24, at 12.30; Basinghall-st.

SEAMAN, CHARLES, & HENRY KEAN, Silk Manufacturers, 31 Milk-st., Cheapside. Dec. 15, Basinghall-st.

TURNER, WILLIAM, & THOMAS MASON, Cotton Spinners, New Mills, near Ashbourne, Derbyshire. Dec. 28, at 10.30; Shire-hall, Nottingham.

WILLIAMS, EDWARD JOHN, Ship Owner, Upper East Smithfield. Dec. 31, at 1.30; Basinghall-st. (*not* HENRY WILLIAMS, Umbrella & Parasol Manufacturer, 44 Ludgate-hill. Dec. 18, as advertised in last Friday's *Gazette*.)

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting.*

TUESDAY, *Nov.* 30, 1858.

ALLCOCK, SAMUEL, Painter, Stafford. Dec. 31, at 12.30; Birmingham.

ARMSTRONG, ROBERT, Builder, South Shields. Dec. 22, at 11.30; Royal-arcade, Newcastle-upon-Tyne.

BISHTON, JAMES, & WILLIAM WILKINSON, Fruiterers, Birmingham. Dec. 31, at 12.30; Birmingham.

CHILTON, WILSON, Ship Builder, Bishopwearmouth. Dec. 22, at 12; Royal-arcade, Newcastle-upon-Tyne.

FIELD, STEPHEN JAMES, Wine & Spirit & Shipping Agent, 4 Railway-pl., Fenchurch-st. Dec. 23, at 11.30; Basinghall-st.

GOOCH, JOHN, jun., Corn Merchant, Isleham. Dec. 21, at 2; Basinghall-st.

HAY, RICHARD, Butcher, North Shields. Dec. 21, at 12; Royal-arcade, Newcastle-upon-Tyne.

ZUCKER, CARL, Watch Maker, 26 York-row, Kennington-rd. Dec. 23, at 2; Basinghall-st.

FRIDAY, *Dec.* 3, 1858.

DEACON, THOMAS ELISHA, Tanner, Hemel Hempstead. Dec. 24, at 11; Basinghall-st.

GOODACRE, ANNE MARGARET, Grocer, Edenham. Dec. 28, at 10.30; Shire-hall, Nottingham.

HILL, JOSIAH, Butter Factor, Amersham, Bucks. Dec. 24, at 11; Basinghall-st.

MOODY, CHARLES, Builder, Derby. Dec. 28, at 10.30; Shire-hall, Nottingham.

To be DELIVERED, *unless* APPEAL *be duly entered.*

TUESDAY, *Nov.* 30, 1858.

BAILEY, JOHN GEORGE, Dealer in Smallwares, Halifax. Nov. 12, 3rd class, to be suspended for 6 mos.

BESSARD, URBAIN, Tailor, 9 Sherrard-st., Golden-sq. Nov. 24, 3rd class.

GLEDHILL, CALEB, Draper, Chesterfield. 3rd class, to be suspended for 6 mos.

HODGKINSON, SIDNEY, Wholesale Stationer, 3 Queenhithe, Upper Thames-st., and 2 Albion-ter., High-st., Peckham. Nov. 18, 2nd class, to be suspended for 3 mos.

MILNER, CHARLES, Tobacconist, 94 Cannon-st. Nov. 17, 3rd class, to be suspended for 12 mos. from April 12.

ROWELL, WILLIAM, Saddler, Newton Bushell. Nov. 23, 3rd class, to be suspended for 12 mos.

THOMAS, GRIFFITH, Builder, 5 Montpellier-st., Walworth. Nov. 15, 3rd class, to be suspended for 12 mos.

FRIDAY, *Dec.* 3, 1858.

BURKINSHAW, EDWARD, & WILLIAM HUDSON, Carriers, Knaresborough & Wetherby. Nov. 25, 1st class to E. Burkinshaw, to be suspended 6 mos.

ROBERTS, JOSEPH, Ironmonger, Liverpool. Nov. 23, 2nd class.

Assignments for Benefit of Creditors.

TUESDAY, *Nov.* 30, 1858.

BERINGER, JOSEPH, & CHARLES ETIER, Swiss Watch Importers, 18 Broad-st.-bldgs. Nov. 15. *Trustee*, J. Chollet, Watch Merchant, 9 Thavies-inn, Holborn. *Sol.* Hubbard, 18 Bucklersbury.

COX, JAMES, Saddler, Malmsbury, Wilts. Nov. 5. *Trustee*, J. M. Shattock, Saddler's Ironmonger, Bristol. *Sol.* Gwynn, 5 Clare-st., Bristol.

FOSTER, JOHN, Miller, Whittlesford, Cambridgeshire. Nov. 20. *Trustees*, H. Long, Farmer, Swavesey, Cambridgeshire; J. Aves, Farmer, Great Wilbraham, Cambridgeshire. *Sol.* Foster, 28 Trinity-st., Cambridge.

HARDY, WILLIAM HUDSON, Baker, Whittlesea, Isle of Ely. Nov. 19. *Trustee*, J. Smith, Merchant, March, Cambridgeshire. Creditors to execute before Jan. 19. *Sol.* Smith, Whittlesea.

JEBBAM, JAMES, Lace Manufacturer, Nottingham. Nov. 22. *Trustees*, W. Wright, Agent, Nottingham; W. Thickett, Banker's Clerk, Nottingham; G. Scales, Gent., Nottingham. Creditors to execute before Feb. 22. *Sol.* Freeth, Rawson, & Browne, Low-pavement, Nottingham.

OSWALD, GEORGE, Farmer, Fishburn, Durham. Nov. 23. *Trustees*, T. W. Hornsby, Auctioneer, Stockton; J. Dixon, Farmer, Hartburn-grange, Durham. Creditors to execute before Feb. 23, Indenture lies at office of T. W. Hornsby, High-st., Stockton.

OWENS, JOHN, Builder, Widnes Dock, within Widnes, near Warrington. Nov. 19. *Trustees*, H. Sheraton, Timber Merchant, Liverpool; T. Sparks, Shipwright, Widnes. Creditors to execute before Jan. 19. *Sol.* Ansdell, Market-st., St. Helen's.

WHIPPERT, JOHN CHARLES, Professor of Music & Musical Instrument Seller. *Trustee*, J. T. Pendygrass, Gent., 2 Mount-st., New-rd., Whitechapel. Creditors to execute before Jan. 23.

FRIDAY, *Dec.* 3, 1858.

ADAMS, SAMUEL, Miller, Great Waltham, Essex. Nov. 12. *Trustees*, R. Partridge, Estate Agent, Witham, Essex; W. Tippler, jun., Maltster, Roxwell. Creditors to execute before Feb. 12. *Sols.* Gepp & Veley, Chelmsford.

BALL, WALTER EDWARD, Draper, Dawlish, Devon. Nov. 9. *Trustees*, W. G. Eggar, Draper, Bristol; J. Culverwell, Draper, Bristol. *Sol.* Bevan, 3 Small-st., Bristol.

BOWEN, MARTHA, Widow, Church-st., Llanelly, Carmarthenshire. Nov. 17. *Trustee*, T. Furlong, Accountant, Bristol. Creditors to execute before Feb. 17. Indenture lies at Offices of Barnard, Thomas, & Co., Accountants, Albion-chambers, Small-st., Bristol.

BRIGGS, ELIZABETH, Victualler, Brighton, Sussex. Nov. 17. *Trustees*, H. Smithers, Brewer, Brighton; A. R. Gifford, Distiller, Osborn-st., Whitechapel. Indenture lies at Offices of Messrs. J. & J. T. Baddeley & Son, Solicitors, 48 Leman-st., Goodman's-fields, up to Dec. 15, after that day at Offices of Cornford, Black, & Freeman, Solicitors, Ship-st., Brighton.

GIBBS, JOSEPH, Linendraper, Warminster, Wilts. Nov. 16. *Trustees*, H. W. Castle, Warehouseman, Love-lane; B. Smith, Warehouseman, St. Martins-le-grand. *Sols.*, Sole, Turner, & Turner, 68 Aldermanbury.

GOMME, WILLIAM LAWRENCE, & JOHN THOMAS BRYON, Auctioneers, Hammersmith. Nov. 19. *Trustees*, T. H. Bryon, Wine Merchant, High-st., Clapham; W. H. Chapman, Market Gardener, Starch-green, Hammersmith. *Sols.* Flux & Argles, 68 Cheapside.

KITCHING, JOHN HARDEY, Farmer, late of Lovels, Yorkshire, now of Tower-hill, parish of Shere, Surrey. Nov. 11. *Trustees*, J. Morley, Gent., Effingham-hill, Surrey; P. Tune, Farmer, Woodhouse, Shere; M. Asken, Farmer, Lovels, parish of Hatfield, Yorkshire. Creditors to execute on or before Feb. 12. *Sol.* Bell, 26 Bedford-row, Town Agent of T. H Carnochan, Solicitor, Crowle.

MILLARD, MARK, Innkeeper, Bedford. Nov. 26. *Trustees*, W. Longstaff, Grocer, W. Roberts, Farmer, J. Hawley, Carpenter, all of Hempston, Beds. Creditors to execute before Dec. 26. *Sol.* Gissing, Bedford.

SWANSON, CHARLES WILLIAM, Boot & Shoe Maker, Devonport. Nov. 19. *Trustees*, C. Millar, Merchant, Devonport; C. W. Easterbrook, Butcher, Devonport. Creditors to execute on or before Feb. 22. *Sol.* Gard, 20 St. Aubyn-st., Devonport.

SIMONS, HERMON, Smith, 64 Great Titchfield-street, and 80 Great Portland-st., Marylebone. Nov. 27. *Trustees*, G. Stanley, Agent, Falcon-hall, Falcon-sq.; S. Laver, Agent, Bartholomew-close. *Sol.* Allen, 17 Carlisle-st., Soho-sq.

WAKE, ROBERT HARDEY, Merchant, Kingston-upon-Hull. Nov. 13. *Trustees*, J. Ehlers, Merchant, Kingston-upon-Hull; C. G. Howard, Commission Agent, of same place. Creditors to execute before Jan. 13. *Sols.* C. E. & F. F. Ayre, 1 Parliament-st., Hull.

WILLIAMS, SAMUEL, Publican, Great Grimsby. Nov. 26. *Trustees*, J. Wintringham, Merchant, Great Grimsby; W. Gooseman, Common Brewer, Great Grimsby. Creditors to execute before Feb. 26. *Sols.* Babb & Grange, Great Grimsby.

Creditors under Estates in Chancery.

TUESDAY, *Nov.* 30, 1858.

BLUCK, Rev. JOHN, Walsoken, Norfolk (who died on March 26, 1857). Re Bluck's Estate, Boyes *v.* Bluck, V. C. Stuart. *Last Day for Proof*, Jan. 10.

BRETT, RICHARD RICH WILFORD, Lieut. of 2nd Reg. Bombay Light Cavalry, Neemuch, in the East Indies (who died in Nov. 1857). Re Brett's Estate, Reynolds *v.* Lewis, V. C. Stuart. *Last Day for Proof*, Jan. 7.

CHESTER, JOSEPH, Licensed Victualler, St. Dionis Backchurch, Fenchurch-st. (who died in Jan. 1816). Chester *v.* Brown, M. R. *Last Day for Proof*, Jan. 29.

DAWSON, ABRAHAM, Solicitor, Newcastle-upon-Tyne (who died in May, 1849). Dawson *v.* Dawson, V. C. Stuart. *Last Day for Proof*, Jan. 11.

FARMER, JOHN, Publican, Wolverhampton (who died on Aug. 18, 1853). Farmer *v.* Stanford, V. C. Wood. *Last Day for Proof*, Dec. 22.

FORREST, Sir DIGBY, Knt., formerly of Plymouth, afterwards of Elsford House, Woodbury, and since of Exmouth (who died in Nov. 1846). Baker *v.* Sanders, M. R. *Last Day for Proof*, Jan. 11.

LEE, JAMES, Esq., West Retford-house, Notts. (who died on Jan. 18, 1858). Lee *v.* Lee, V. C. Kindersley. *Last Day for Proof*, Jan. 8.

STOKES, Rev. JAMES CALCOTT HAYES, formerly of Bishop's Stortford, then of Roe-green, Hatfield, afterwards of Binhanger and Manaden, Essex, and late of Kinton Hall (who died in Oct. 1850). Perry *v.* Howells, M. R. *Last Day for Proof*, Dec. 16.

WITHNALL, WILLIAM, Farmer, Smisby, Derbyshire (who died in Oct. 1848). Re Withnall's estate, M. R. *Last Day for Proof*, Dec. 17.

FRIDAY, *Dec.* 3, 1858.

BETTY, THOMAS, Farmer, Rolston, Banwell, Somersetshire (who died in Feb. 1852). Wood *v.* Hookway, V. C. Kindersley. *Last Day for Proof*, Jan. 8.

EDWARDS, JOHN, Esq., Chester (who died in Oct. 1854). Read *v.* Hughes, Banner *v.* Hughes. *Last Day for Proof*, Dec. 31, at County Palatine Registrar's office, 1 North John-st., Liverpool.

HARTLEY, JOHN, Butcher, Salford (who died in May, 1855). Re Hartley's Estate, Barker *v.* Stear, M. R. *Last Day for Proof*, Jan. 13.

MANN, THOMAS, Farmer, Naunton Farm, Severn Stoke, Worcestershire (who died in Dec. 1857). Re Mann's Estate, Slingsby *v.* Slingsby, M.R. *Last Day for Proof*, Jan. 10.

VAN, WILLIAM, Esq., deceased, late of Bruges, Belgium, formerly of Kennington-green, Surrey. Re Van's Estate, Van *v.* Van, V. C. Stuart. *Last Day for Proof*, Jan 10.

Winding-up of Joint Stock Companies.

UNLIMITED, IN CHANCERY.

TUESDAY, *Nov.* 30, 1858.

PRINCE OF WALES' LIFE AND EDUCATIONAL ASSURANCE COMPANY.—A Petition for the dissolution and winding up of this Company was, on Nov. 26, presented to the Master of the Rolls by William Edward Williams, which will be heard before His Honour on Dec. 21. *Sols. to Pet.*, Ashhurst, Son, & Morris, 6 Old Jewry.

WYLAM'S STEAM FUEL COMPANY.—The Master of the Rolls will, on Dec. 7, at 12, at his Chambers, proceed to make a call on the several persons, settled on the list of Contributories, for £16 per share.

FRIDAY, *Dec.* 3, 1858.

CHALMERS, JOHN, Draper, Blairgowrie. Dec. 10, at 1; M'Laren's-hotel Blairgowrie. *Seq.* Nov. 27.

HENDERSON, WILLIAM, Flesher, Dunfermline. Dec. 13, at 12; Commercial-hotel, Dunfermline. *Seq.* Dec. 1.

MACDONALD, PETER, Fishcurer & Shipowner, Sleat, Isle of Sky. Dec. 9, at 1; Faculty-hall, St. George's-pl., Glasgow. *Seq.* Nov. 30.

POPE, FREDERICK, Commission Agent, Scotland-st., Edinburgh. Dec. 7, at 12; Kennedy's Ship-hotel, East Register-st., Edinburgh. *Seq.* Nov. 29.

RODGER, JAMES, formerly Flesher and Cattle Dealer, Ayr, now Farmer at Barr-hill, Ayr. Dec. 10, at 1; Star-hotel, Ayr. *Seq.* Dec. 1.

WYSE, THOMAS, Farmer, Cobleburse, near Falkirk. Dec. 7, at 1; Crown-inn, Falkirk. *Seq.* Nov. 26.

Scotch Sequestrations.

TUESDAY, *Nov.* 30, 1858.

M'KENZIE, GEORGE, Painter, Hope-st., Glasgow (George M'Kenzie & Co.) Dec. 4, at 12; Faculty-hall, St. George's-pl., Glasgow. *Seq.* Nov. 25.

MENZIES, ARCHIBALD, Hotel Keeper, Callander, Perthshire. Dec. 8, at 12; Dewar Burdon's-hotel, Dunblane. *Seq.* Nov. 27.

RENTON, JAMES, Plasterer, Glasgow (Renton & Co.) Dec. 6, at 12; Faculty-hall, St. George's-pl., Glasgow. *Seq.* Nov. 25

ROSS, ADOLPHUS MACDOWALL, Elder-st., Edinburgh, formerly a Partner of the firm of A. M. Ross & Co., Wholesale Toy & Fancy Warehousemen, New-buildings, North-bridge, Edinburgh. Dec. 6, at 2; New Ship-hotel, Shore, Leith. *Seq.* Nov. 25.

TOWNSEND, STEPHEN, General Commission Agent, formerly of 45 & 46 Blanket-row, Hull, then of 29 Blackfriars-gate, lately of Tobermory, now of Portree, Isle of Skye. *Seq.* Nov. 26.

IN CHANCERY.

IN the Matter of Carew's Estate Act, 1857.—Pursuant to an Order of the High Court of Chancery, made in the above matter and Act, the BEDDINGTON PARK ESTATE, situate in the parishes of Beddington, Carshalton, and Mitcham, in the County of Surrey, will be put up for SALE by PUBLIC AUCTION, in suitable lots, in the month of ——, 1859 (of which sale further notice will be given), unless the said estate shall be sold by Private Contract in the meantime, with the approval of the Chief Clerk of the Master of the Rolls, to whom this matter is attached, the trustees of the said Act being at liberty to treat for a sale by Private Contract, subject to the approval aforesaid. The estate comprises the Beddington Park Mansion-house, deer park, and grounds, and the several other mansion-house, farm, and premises, containing in the whole an area of 3339a. 3r. 21p., with the Perpetual Advowson and Manor of Beddington, more particularly described in the printed particulars thereof, with plans, which may be had (price five shillings each), on application to John Greenwood, Esq., Solicitor, 7, Chandos-street, Cavendish-square, W.; William Augustus Ford, Esq., Solicitor, 43, Lincoln's-inn-fields, W. C.; Messrs. Janson, Cobb, & Pearson, Solicitors, 4, Basinghall-street, E. C.; Messrs. John & Joseph Nash, Auctioneers, Reigate, Surrey; and of W. J. Blake, Esq., Auctioneer, Croydon, Surrey. Dated this 26th day of November, 1858.

GEORGE WHITING, Chief Clerk.

J. GREENWOOD, 7, Chandos-street, Cavendish-square, W.
W. A. FORD, 43, Lincoln's-inn-fields, W. C.
MESSRS. JANSON, COBB, & PEARSON, 4, Basinghall-street, E. C.
} Solicitors in the matter.

SOUTH LANCASHIRE.—BOLD ESTATES.

MESSRS. CLOWES and FLOWERDEW beg to inform the public that these important FREEHOLD and MANORIAL ESTATES, comprising the noble mansion of Bold Hall, and 5798 acres of land, principally in a ring fence, well timbered, and abounding in game, with inns, corn and saw mills, brick and tile works, beds of potter's clay, stone quarries, and other valuable properties, presenting numerous very eligible sites for building purposes, together with rich mines of coal and cannel, and most important and valuable mineral possessions, extending under upwards of 6450 acres, situate near Warrington and St. Helen's, the whole of the present annual value of £12,227 11s. 6d., were NOT SOLD at the recent auction, and may be treated for by private contract until February 2nd next, after which date they will be withdrawn from sale as an entirety and subsequently offered by public auction in upwards of 150 lots.

Further particulars may be obtained on application to Messrs. Clowes and Flowerdew, Land Agents, Norwich.

November 1st, 1858.

NO. 10, SAINT JOHN'S-WOOD-ROAD, REGENT'S-PARK.—A Semi-detached Villa Residence, with possession, part of the St. John's-wood Estate.

MESSRS. FAREBROTHER, CLARK, and LYE, will SELL, at GARRAWAY'S COFFEE HOUSE, CHANGE-ALLEY, CORNHILL, LONDON, in pursuance of an Order of the High Court of Chancery, made in the cause of "Heaphy v. Heaphy," and other causes, and with the approbation of the Vice Chancellor, Sir Richard Torin Kindersley, the Judge to whose Court these causes are attached, on WEDNESDAY, DECEMBER 15, 1858, at TWELVE for ONE o'Clock precisely, a LEASEHOLD SEMI-DETACHED VILLA RESIDENCE, contiguous to the Regent's-park, situate and being No. 10, St. John's Wood-road, in the parish of St. Marylebone, containing every requisite accommodation for a Family, with lawn in front, and garden in the rear; in the occupation of Edmund Rushworth, Esq., at a rental of £80 a year. Held under lease for a term, of which 57½ years will be unexpired at Christmas, 1858, at a moderate ground-rent of £11 7s. 6d., and desirable for occupation or investment.

May be viewed by permission of the tenant, and particulars and conditions of sale had of Messrs. Loftus and Young, Solicitors, 10, New-inn, Strand; of Mr. Voules, Solicitor, 16, Gresham-street, City; at Garraway's; and of Messrs. Farebrother, Clark, and Lye, No. 6, Lancaster-place, Strand.

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THE SOLICITORS' JOURNAL.

LONDON, DECEMBER 11, 1858.

FICTITIOUS WARRANTS.

Whenever something particularly unaccountable and suspicious turns up in the commercial world, if it is not a joint stock company affair, or an ordinary Jew discounting swindle, there are sure to be warrants or delivery orders at the bottom of it. There never was a transaction so sifted as the great spelter frand of Messrs. Cole, Davidson, and Gordon. Explanation after explanation has been given over and over again, and the mystery is scarcely yet dispelled. To say nothing of other witnesses, Mr. Chapman, after relating his part in the business, on more than one occasion, has so far failed to make it clear to the generally acute perception of Mr. Linklater, that that gentleman has found it necessary to submit the late partner in the house of Overend, Gurney, and Co., to one more cross-examination in the Court of Bankruptcy; and even Mr. Chapman seems to be conscious of a little remaining obscurity, for Mr. Hawkins was instructed to request, on behalf of his client, an opportunity at a future time to explain his explanation.

Until the promised comment by the author himself shall have appeared, we shall abstain from any attempt to set before our readers the essential facts which are discoverable in Mr. Chapman's story, and which have been involved in so much entanglement. Mr. Chapman should be allowed the full benefit of every explanation he can give after another week's consideration, and would, perhaps, have a right to complain if the result of his recent examination were assumed to be the most perfect version of the business which he is able to produce.

But, laying aside all reference to the many curious personal aspects of the matter, one cannot but be struck with the facility with which dock warrants, and analogous instruments, get themselves mixed up with discreditable proceedings. Rather more than a year ago there was an immense ferment about the very simple and orthodox decision of the Court of Exchequer Chamber in *Kingsford* v. *Merry*. There was gross fraud on the part of one of the persons concerned, and a remarkable amount of credulity and negligence exhibited by the others—and there, also, a delivery order was the means by which all the embroilment was effected. It is noticeable, too, that the cry then raised against the law was, that it did not give sufficient weight to the transfer of such documents from fraudulent hands to an innocent purchaser. Yet, even without the additional opportunities which some persons, perhaps unreasonably, feared would be offered by any relaxation of the law, these commercial representatives of goods do seem to afford abundant occasions for ingenious roguery. Though very different in its details, the spelter warrant case, now under inquiry for the third or fourth time, has a strong moral resemblance to the smart practice by which a certain knave named Atkinson left Messrs. Kingsford and Merry to fight for property to which each had an apparent title. In all these swindles the device is the same. The property is realised through one channel, and the warrants supposed to represent it are turned into cash through another. Everything proceeds pleasantly enough, till it occurs to the holder of the paper to demand his goods. Then comes the exposure—a scene in the Bankruptcy Court—perhaps the conviction of the chief perpetrator of the fraud—and business goes on as before, and the sharpest money-dealers display so much confiding simplicity as to make advances without stint upon the security of what is no better than waste paper.

Messrs. Davidson and Gordon seem to have had no difficulty in shipping, on their own account, the copper for which they had deposited the warrants with Overend, Gurney, and Co. Mr. Cole, too, said that he managed to remove the spelter, represented in like manner by documents which he had placed in the possession of the same firm. Other people have said that the spelter, or some of it at least, existed only in Cole's imagination, though Mr. Chapman seems obscurely to intimate his belief, that the warrants were, all of them, at one time real representatives of actual metal. Yet these slippery and unsubstantial securities were the basis of loans by the first bill-brokers of London, to a couple of resuscitated bankrupts, amounting altogether to more than £200,000. This does not complete the strange story, for after these most valuable papers had been discovered to be worthless, they, or some of them, are put into circulation again, and by some curious hocus-pocus are changed once more into 400 tons of bonâ fide spelter. Dealing with such mutable commodities — now something, now nothing — savours of those story-book transactions in fairy money, in which ill-gotten wealth always turns to dead leaves, though we think there is no precedent for the converse transformation by which Messrs. Overend, Gurney, and Co., managed to restore the value of the worthless documents which had passed through their hands into the market—a feat which was cleverly performed, without ever letting the purchaser suspect that the warrants he had paid for had no relation whatever to the metal which he ultimately received. And what did it matter to him? He bought a few bits of paper, believing that they gave him the command of £40,000 worth of goods. The papers did nothing of the kind. They were wholly or partially fictitious; and yet the possession of them did lead to the delivery of the goods, just as if there had been nothing wrong about them. Messrs. Overend, Gurney, and Co., could not afford to let a purchaser from them be defrauded of what they had undertaken to sell. The warrants were to the full as good a security being the representatives of nothing as they would have been if they had been backed by the corresponding amount of spelter. It must be always so with fraudulent documents which have been dealt with by a firm having credit to lose. And this goes far to explain the striking negligence, not to say blindness, with which commercial men accept securities which they might easily discover to be worthless. If the reputation of a good firm is mixed up with any transaction, the material security is by no means the most essential thing. All the roguery that may have gone to the concoction of a fraudulent warrant scarcely

diminishes its value if it has come through responsible hands. The more palpable the fraud, the more incumbent will it be on those who have helped to give it currency to make it good at last, and the consequence is, that there is a vast amount of laxity in the acceptance of documents of title, which, if it only occasionally exposes those who practise it to loss, has a most serious tendency to assist rogues, and impair commercial morality. In the Davidson and Gordon affair, Messrs. Overend and Gurney were severely bitten; but then, on the other hand, the persons to whom they sold were kept harmless throughout. Whether a moderate degree of caution would have opened the eyes of either party if they had cared to have them opened, is a question which those who are familiar with the facts will be able to answer for themselves. But supposing that it would have done so, the warning afforded by the losses of the bill-brokers is neutralised by the immunity of the last purchasers of the fictitious warrants. Some feeling quite distinct from mere caution and self-interest is necessary to prevent the circulation of fraudulent instruments, and commerce would gain in credit and stability if it were universally considered a duty to avoid all contact with a suspicious instrument, even where the realisation of the suspicion would not be likely to cause actual loss. Is it unreasonable to ask that mercantile morality should rise as high as this?

A JUDGE WHO DOES HIS DUTY AND MORE.

The duty of economising public money in the conduct of criminal prosecutions has been performed with such all-sufficient, not to say superfluous, assiduity by the officials of the Treasury, that we really do not see that any obligation rests upon the judges to assume this, in addition to their many more important functions. However, Mr. Baron Watson, who has been holding the Winter Assizes at Newcastle, appears to be of a different opinion. He declares himself the jealous guardian of the national purse, and in the fervour of his zeal against extravagance he has censured, for an outlay which may possibly have been justifiable, a person who most certainly was not responsible for incurring it. It seems strange that one who has the training of a lawyer and the habits of a gentleman, and who is charged to maintain the dignity of the judicial bench, should, in his most unguarded moment, even at a remote assize, and in the presence of a scanty bar, and in an atmosphere which seems to excite intemperance in judges, be capable of what we feel, with great regret, compelled to designate as a violent and utterly unjustifiable attack upon a respectable practitioner in his court. Why is it that this Journal should so often have to notice instances of outrageous oppression and injustice committed against attorneys, not only by ignorant common juries, or by barristers who practise one of the traditional artifices of the advocate without a case, but by those who have been selected for their penetration and sobriety of character to serve as the highest ministers of clear-sighted, unimpassioned justice? Every now and then some incident of the courts reveals the depths of the judicial mind, and shows us that it is utterly deficient in the conception of an attorney as an intelligent and sensitive human being, who has not only duties but rights and feelings, and is not usually altogether dead to the dictates of honesty or to the censures of society and of his own conscience upon his conduct. We fear the truth must be, that the most humane and upright judges are sometimes liable to fits of uncontrollable rage and lawlessness. Either a personally disagreeable counsel is snubbed and silenced, or the reputation of an attorney who happens unluckily to be in the way is blasted, or an acquittal is forced in defiance of the clearest evidence, or a hapless prisoner receives a sentence proportioned not to his crime but to the passing irritability of the judge's nerves. These things have happened and will happen wherever erring mortals are trusted with large unfettered powers. The evil cannot be eradicated, but much may be done by publicity and free discussion to keep it within moderate bounds. Still, comparing this with other countries, and our own with former times, the administration of justice in England appears so pure and steady that we may well hope to see existing blemishes removed with the growth of national virtue and intelligence. When poachers at quarter sessions and attorneys at assizes are admitted by chairmen and judges to an unreserved participation in the common rights of man—then, if this Journal should survive to see that time, it will find little left to criticise in the proceedings of our criminal courts.

These reflections have occurred to us on reading in the columns of the *Newcastle Daily Chronicle* of the 7th instant, a report of a most surprising onslaught, committed by Mr. Baron Watson, on the professional character of Mr. Wilkinson, who is, we understand, a highly respectable attorney, practising at Morpeth. The material part of this report is reprinted by us elsewhere, and it may be profitably compared with a discussion which took place lately before Mr. Baron Bramwell on another circuit, and which is recorded in our impression of last week. There is something ludicrous in the notion of this Journal being called upon to defend Mr. Wilkinson or any other attorney against the charge brought by the learned judge, of wrongfully enriching himself out of the costs of a criminal prosecution. But, absurd as such a charge may be, if the accuser really believed it to be well founded, we should be very far from quarrelling with him for acting with temper and caution upon the genuine pursuasion of his own mind. But we do complain of the levity and unrestrained garrulity which appear insensible to the difference which it makes to an attorney, whether he keeps a good character or not. His Lordship was of opinion that in the case which he was trying, there were more than enough witnesses for the prosecution. "What the reason was he really could not say;" but in the course of five minutes he had quite made up his mind upon what appeared so doubtful, and regarded it as an irrefragable truth that the reason was the cupidity of the attorney. He confessed that he did not know whether the fees allowed to the prosecuting attorney do or do not vary in amount according to the number of witnesses produced. But, as soon as the counsel in the case attempted to infuse reason and fact into the judge's mind, a spirit of contradiction seized it, and that which had been but now doubtful became, without further information, certain. The learned Baron is as lucid and as logical as Dogberry. "Masters, it is proved already that you are little better than false knaves; and it will go near to be thought so shortly." Mr. Price, the counsel for the prosecution, would have pointed out, if he had been allowed to speak—first, that no abuse of the attorney's discretion could possibly put a clear guinea into his pocket; and, secondly, that the case came into the attorney's hands at too late a stage for any discretion to be exercised. With a placid imperviousness the judge answers, "I think, Mr. Price, the less you say about it the better," and he tries to check his troublesome monitor by declaring that he has good reasons for all that he has said, although—more prudent than other judges have always been—he keeps the good reasons mostly to himself. So far as we get a glimpse of them, they seem good enough for the worthy constables of Messina. A moment ago, it was Mr. Wilkinson alone who had been preying upon the resources of the country; now, the solitary depredator has become the leader of a band of harpies. This business disgraces "them." It is "they" who get the extra fees; but, in truth, the fees, as well as the fee-takers, exist only in the exuberant fancy of Mr. Baron Watson. It is true there is one individual who, being an old and respectable practitioner, may possibly consider himself entitled to one-half of the rash censures of the Court. We mean Mr. Woodman, the magistrate's clerk, who, if any one

must be taken to have conspired with Mr. Wilkinson to perpetrate a "a scandalous waste of public money," amounting, we should suppose, on the largest calculation of covetousness and opportunity, to £10 sterling. The conduct of the judge is like that of a well-meaning but rather obtuse sergeant of police, who has concluded, by induction from his own narrow observation, that all mankind are thieves. By accident an honest man falls into his hands, under circumstances which are capable of being deemed suspicious. Fate having thus willed, the prisoner would do wisely to hold his tongue, since every attempt at vindication is sure to be met with an incredulous shake of the head, and an intimation that that sort of thing will not go down with an experienced officer. "At my time of life," Baron Watson would say, "do you think to persuade me that an attorney is not a rogue?" "But, my Lord, there was nothing to steal." "Oh! it's of no use, and the less you say the better." But at the last moment a doubt seems to have crept into the judge's mind, and he confers with the Clerk of Arraigns. The sequel is the most wonderful part of all this scene of blind extravagance. "I have had," says the judge, "the advice of a very eminent clerk of assize"—consulted, we suppose, by an instantaneous telegraph, or other magical contrivance—"and he says that it has been the practice for 150 years at the Old Bailey." What has been the practice at the Old Bailey, and how can the practice there have anything at all to do with a question of simple fact? Did Mr. Baron Watson mean to say that it had been from of old the custom of the Central Criminal Court for brazen-faced, iron-tongued audacity to assail defenceless characters with unmeasured coarse abuse, and that he had determined to transplant this wholesome usage to the provincial seats of justice? If there be any practice at the Old Bailey which has continued for 150 years, it is almost certain to need reform; and if Baron Watson goes there to study the character of attorneys, or to learn the discreet use of language, we shall hereafter peruse with less astonishment the reports of his proceedings in the assize courts.

It appeared last week that a deputy clerk of the peace had declined to take up a prosecution of the highest public importance, because the remuneration allowed by the Treasury was, as every practitioner knows it is, miserably inadequate. Thus the question who, if any one, was to blame for the destruction of some twenty lives, was left to be brought to trial by a private prosecutor, and, finally, it was allowed to drop. And this marvellous incapacity of justice to reach offenders has been created by a system of so-called economy, which has made the conduct of prosecutions a losing business to attorneys, unless they have absolutely nothing else to do. This is one week's startling news, which, however, seems to have surprised the judge who first heard it much more than it did ourselves. Next week we learn that another judge is in the height of virtuous indignation at an attorney whom he charges with putting his hand into the public pocket, in spite of the keen watchfulness of the police of Downing-street. In the one case, it is said, there were too many witnesses. In the other there were not witnesses enough. Surely, if facts were stated to Baron Bramwell, Baron Watson must have listened to the suggestions of a too active fancy. If prosecutions will not pay in Staffordshire, is it likely that the most unscrupulous ingenuity could make them a lucrative business in Northumberland? Neither judge nor taxing officer, and least of all the nation, would have grudged the cost of two or three extra witnesses at the great public cause which has not been tried at Stafford. But, upon no calculation could the officer, whose duty it appears to have been to prosecute, see his way to discharge that duty without being out of pocket by it. Well, then, let us meet Baron Watson upon that low view of the attorney's character which is found in a good many poems, plays, and novels, and by which stupid jurymen and enlightened judges are apt to regulate their treatment of a whole profession. If Mr. Wilkinson is a mere social brigand, surely he would not select for his depredations the most poverty-stricken field of practice he could find. If it will not pay an honest attorney to conduct criminal business, we are very sure that it will never pay a rogue. Mr. Wilkinson must, indeed, be little alive to the opportunities which every day offers him, if he can be capable of incurring trouble and disgrace to add a couple of sheets to a brief, for which, perhaps, there is, after all, an invariable fee. Really, for a lawyer of mature age, Mr. Baron Watson displays a most ingenuous simplicity.

Legal News.

EXCHEQUER JUDGES' CHAMBERS.

(Before Mr. Baron MARTIN.)

The Metropolitan Saloon Omnibus Company v. *Hawkins.*

Dec. 2 & 3.

The defendant applied for an order to inspect the minute-book, day-book, cash-book, ledger, and all other books relating to the business and affairs of the company, in their possession at their office in Cheapside, under the provisions of the 14 & 15 Vict. c. 99, s. 6.

It was objected that the order could not be granted in the case of an action for libel and slander, being mere personal torts.

The declaration contained three counts, the first for libel, the two last for slander, imputing insolvency, mismanagement, and an improper and dishonest carrying on of the affairs of the company.

The defendant had pleaded not guilty, that he was a shareholder, and three distinct pleas of justification.

The plaintiffs had demurred to the second plea, and joined issue upon the rest.

Mr. Baron MARTIN adjourned the summons, expressing great doubt whether he had authority to make the order.

On Friday, the 3rd December, the case was argued by counsel before Mr. Baron *Martin*, in the judges' private room at Westminster.

Stammers, for defendant.—The defendant is entitled to the order. In *Steadman* v. *Arden* (15 M. & W. 588), Mr. Baron *Alderson* said, "It does not depend at all on the nature of the action. All that is material is, that both parties have an interest in the documents, and that an inspection of them is material to the prosecution of the action." In *Thorpe* v. *Macaulay* (2 Ves. sen. 596), Sir *John Leach*, in noticing the argument that was urged, that a Court of Equity would not lend its aid to either party in an action "ex delicto," says, "No such limitation of the jurisdiction as to discovery is hinted at in any book of practice, or by the dictum of any judge," and he was of opinion that the parties in any action were entitled to the ordinary aid of the Court. In *Hill* v. *Philp* (7 Exch. 232), Mr. Baron *Martin*, at chambers, made an order for inspection, which was afterwards confirmed by the Court of Exchequer, the action being against the keeper of a lunatic asylum for improper treatment of the plaintiff.

In *Wilmot* v. *Maccabe* (4 Sim. 261), Vice-Chancellor *Shadwell* said, "In *Shackell* v. *Macaulay* (1 Bligh, 96), the defendant had brought an action for a libel against the plaintiff, and the plaintiff filed a bill for a discovery, and for commissions to examine witnesses abroad in aid of his defence to the action, which were resisted by Mr. Macaulay on account of the special nature of the libel; but Lord *Eldon*, C., and the House of Lords on appeal, decided that where a person brings an action for a libel, it follows, as commensurate with the right to bring the action, that the party who complains is bound to give the discovery, which the defendant at law claims to have by his bill."

Edwards, for the plaintiffs, argued contra.

Mr. Baron MARTIN said, that the case in Bligh was in point, and made the order, adding that he had consulted several of the judges upon the subject, who all thought that the defendant was entitled to the order.

NORTHERN CIRCUIT.—NEWCASTLE.

(Before Mr. Baron WATSON.)—*Dec. 6.*

Daniel Kelly, labourer, was charged with feloniously cutting

and stabbing John Campbell and James Campbell. Mr. *Price* was for the prosecution and Mr. *Davison* for the defence.

Mr. *Price* was proceeding to call a fifth witness, when his Lordship asked how many more witnesses there were? It was a great standing abuse this, bringing so many witnesses forward unnecessarily in one case; and if the solicitors for the prosecution had to pay for them, or their clients had to to pay for them, they would not be so ready to bring these witnesses. He knew why they did so. It was because the Crown paid all the expenses of the prosecution.

Mr. *Price* said, if the witnesses were not in attendance for the prosecution, there was a great cry by the defence, "Why is not So-and-So here; why is not So-and-So here?"

His Lordship.—Oh, no no.

Mr. *Price*.—Oh, but it is so.

His Lordship, in summing up, said, he had made some observations in the course of the trial as to the number of witnesses that had been brought forward. There had been no less than nine, when one or two would have done. What the reason was he really could not say, whether it was that the fees were larger in one case than in the other; but Government had got to pay the expenses of these prosecutions, and it was his duty, if he saw a scandalous waste of public money, as there had been in this case, to take care to observe it, that those who offended would never do so again; and that those who conducted those prosecutions might know for the future what witnesses were necessary.

The jury returned a verdict of unlawfully wounding.

Before sentence being passed, Mr. Price, on behalf of the attorney for the prosecution, Mr. Wilkinson, of Morpeth, stated that the case was before the bench without the intervention of any attorney for the prosecution at all. Mr. Wilkinson was ultimately called in, but all the witnesses had been summoned and bound over without his request.

His Lordship.—I think, Mr. Price, the less you say about it the better.

Mr. *Price*.—But, my Lord, the attorney, who is present, was sent for by the magistrates.

His Lordship.—You had better not speak to me about that, for I can give some very good reasons for what I have said. It reflects very little credit on any of them. They get the extra fees—

Mr. *Price*.—The attorney for the prosecution, my Lord, gets no fees.

His Lordship.—Oh, it's of no use—

Mr. *Price*.—The attorney for the prosecution, my Lord, is present, and wishes to be relieved from any imputation upon him.

His Lordship.—I will not relieve him, nor any person connected with him. The less he says about it the better. I am here to protect the public revenue, and I say it is a great scandal the way in which this prosecution was conducted. He may take that.

Mr. *Price*.—That implicates me also, my Lord.

A conversation in an under tone then took place between his Lordship, Mr. Davison, and Mr. Pritchard, the Clerk of Arraigns, and his Lordship said, he had the advice of a very eminent Clerk of Assize, who said that had been the practice for 150 years at the Old Bailey.

HOW JURIES BECOME UNANIMOUS.

In the case of *Scully* v. *Ingram*, tried this week in the Queen's Bench, the following curious colloquy occurred between the judge and jury:—

The jury retired at five o'clock, and in about half-an-hour came back into court.

Lord Campbell, on being apprised of their return, immediately resumed his seat on the bench.

The Foreman.—We do not clearly understand, my Lord, whether the connivance of the defendant with Sadleir consists of a fraud.

Lord Campbell.—Undoubtedly. If he connived with Sadleir, then he is an accomplice.

A Juror.—We cannot believe that the defendant is guilty of a fraud.

Lord Campbell.—If he connived with Sadleir in a false representation, he is guilty of fraud himself.

A Juror.—I am one of those who do not think he connived with Sadleir.

Lord Campbell.—I can only direct you in point of law. It is for you to deal with the facts. You may now withdraw and deliberate again.

A third Juror.—We are not likely to come to a unanimous conclusion.

Lord Campbell.—I hope you will by to-morrow morning. It would be impossible to maintain the principle of trial by jury, if the jury are to be discharged because they are not all of one mind after half-an-hour's deliberation. His Lordship then repeated the direction he had given in reply to the question of the Foreman.

The third Juror.—If we have to sit up all night can we have a fire?

Lord Campbell.—I think the law expressly forbids a fire. I hope in another session of Parliament to succeed in passing a Bill by which, if the jury, after having deliberated a certain time, cannot agree, the verdict—I will not say of a majority, but of a certain number of them—may be taken as the verdict in the case; but at present I am not at liberty to discharge you. I can only hope that you will be unanimous before to-morrow morning.

A Juror.—We came down on the understanding that we would be unanimous when your Lordship answered our question. It is very hard on us on this side.

Lord Campbell.—You see I cannot enter on a discussion of your differences.

Another juror appealed to his Lordship that they might be allowed a fire.

Lord Campbell.—By law candles are allowed, and you can have as many as you like in order to warm the room. I should hold that a lamp comes within the meaning of the law.

After a pause,

His Lordship said he was glad to hear from Mr. Secondary Potter that the room was warmed with gas-lights.

A juror said he understood that the plaintiff and defendant agreed to their having a fire.

Lord Campbell.—I see no objection to your having one; but as the room is heated by gas, a fire would be unnecessary.

The jury then left the court, and were locked up as before.

They returned after an absence of about two hours, and gave a verdict for the plaintiff—Damages, £300.

On the 7th inst. in the case of *Harwood & Others* v. *The Great Northern Railway Company*, Lord Campbell said, the first question for the jury would be whether a certain process was new; and the second, whether there was any invention in the method in which it was applied to iron rails. The jury retired to consider their verdict, and found generally for the plaintiffs. At the request of counsel, the jury were asked to find the two questions separately. It was then discovered that they had not understood Lord Campbell's directions. Lord Campbell again explained to them that, before they could find for the plaintiffs, they must come to the conclusion that there was invention in the application of the old process to the new substance, and the jury ultimately found for the defendents.

Recent Decisions in Chancery.

Voluntary Settlement—Husband and Wife.

Hogarth v. *Phillips*, 7 W. R. 69.

There had been in this case a post-nuptial settlement by indenture made between the husband and wife of the one part, and trustees of the other part. It recited that previous to the marriage it had been agreed that the portion or fortune to which the wife might become entitled upon the decease of her father should be settled upon the trusts thereby declared, and that the husband should secure an annuity to the wife surviving him. It also recited that the wife's father had died since the marriage, and that she was entitled, subject to the life interest of her mother, to one-seventh share of the residuary real and personal estate of the testator. The husband and wife then assigned this share of residue to the trustees, and the trusts were declared to be for the husband during the joint lives of himself and wife, and on the death of either of them for the survivor absolutely. There were no provisions for securing the annuity to the wife. The husband and wife now concurred in claiming to treat this settlement as a nullity, and with some hesitation *Kindersley*, V. C., admitted that they were entitled so to do.

In examining the grounds of this decision it should be observed, in the first place, that the settlement was clearly voluntary. In *Warden* v. *Jones* (23 Bea. 487, 5 W. R. 446; and on appeal, 2 De G. & J. 76, 6 W. R. 180), it has been laid down that "where a man enters into a parol agreement with his intended wife, and nothing follows but marriage, the marriage cannot be treated as part performance of the parol contract; and the carrying into effect the parol contract after the marriage by a deed amounts to no more than a voluntary settle-

ment." It appears, from the same case, that the recital in the settlement of the pre-nuptial agreement, which occurs in the present instance, gives no higher validity to the settlement. Upon this point the decision of Lord *Thurlow*, in *Dundas* v. *Dutens* (1 Ves. 196), which has been frequently disapproved, and appears to be directly contradicted by that of Sir *W. Grant*, in *Randall* v. *Morgan* (12 Ves. 67), has been finally overruled by Lord *Cranworth*. There is no doubt, therefore, that the settlement was voluntary; but such a settlement is void only as against purchasers and creditors. The husband was bound by it, and could raise no question as to its validity. But, although, if any estate or interest had been transferred, or if a trust had been effectually created by the deed, equity would have enforced its provisions against the husband, it would be contrary to the well-known principles of the Court to interfere at the suit of a volunteer to compel the completion of that which had been left imperfect. As regards the real estate of the wife's father, she was entitled, it appears, to a remainder in fee, legal or equitable, in one-seventh part of it, expectant on her mother's death, and this remainder could only pass to the trustees by a conveyance duly acknowledged by the wife. The husband neither had passed nor could pass anything, and the settlement, so far as regarded him, was utterly inoperative. It is also certain that neither the husband, nor any one claiming under him, could have called upon the Court to supply, as against the wife's heir, the want of a statutory conveyance of the real estate. As regards the personal estate, any assignment by the husband would be inoperative as against the wife, unless the tenant for life died in the lifetime of the husband, and the reversionary interest were thereupon reduced into possession. The question then would be, whether the husband, having this sort of contingent interest in the personalty, had so dealt with it by the settlement as to create a trust which the Court would execute in favour of a volunteer. The deed was intended to operate as an assignment, and therefore could not take effect as a declaration of trust. In considering the validity of the assignment, it would be material to inquire whether notice was given to the trustees—if there were trustees—of the father's will, and this cannot be gathered from the report. In order to determine whether the settlement had so dealt with the husband's contingent interest in the personalty as to entitle a volunteer to the benefit of the trusts, it would be necessary to examine all that class of cases of which *Meek* v. *Kettlewell* (1 Hare, 464; and on appeal, 1 Phil. 342) and *Kekewich* v. *Manning* (1 D. M. & G. 176), are two of the most important, presenting, as they do, the opposite views of this difficult question which have been adopted by judges of the highest eminence. Taking the latter case, which was decided by the Lords Justices, as embodying the present doctrine of the Court, it would rather appear that the contingent interest of the husband in the personalty ought to be considered as bound by the settlement. It is true that the only persons interested under the trusts were the husband and wife and their representatives; and this being so, the Court, upon the application of the husband and wife, might properly set aside anything done by the husband, whether effectual or not, to bind his interest. But the difficult legal question, whether the husband's interest was or was not bound, ought, if raised at all, to have been considered with careful reference to the many and not altogether harmonious authorities which have been accumulated upon this vexed subject. It is not quite clear whether the reasons given by *Kindersley*, V. C., for holding the settlement inoperative are meant to apply to the real estate alone, or to the whole property comprised in it. But if they extend to the personalty, they seem scarcely to meet the difficulty which suggests itself. So far as they go, they appear to be opposed to *Kekewich* v. *Manning*; but the Vice-Chancellor seems to have contented himself with giving a substantially correct decision, and not to have very closely canvassed all the stages of the reasoning by which he professed to arrive at it.

In order to place in a clearer light the principles upon which the Court proceeds in dealing with voluntary settlements, it may be worth while to state the circumstances of the case of *Bridge* v. *Bridge* (16 Bea. 315), in which a somewhat similar question to that we have been considering was brought before the Master of the Rolls. Under the will of an uncle, the plaintiff was entitled to one-fifth share in certain houses, in fee simple, and to one-fifth of the residuary estate and effects of the testator. After the plaintiff's marriage, he executed a deed, made between himself of the one part and himself and A and B. of the other part, and thereby he conveyed to A. and B. all his interest in the real estate (the legal estate of which was vested in the trustees of the testator's will), to hold to the use of the plaintiff and A. and B., upon trust to sell. And he directed that the produce and the personal estate, transferred or to be transferred into the names of the trustees, should be vested in them, in trust for the plaintiff for life, and then for his children, and in default, for his next of kin. Subsequently to the date of the settlement, certain property comprised therein was dealt with as follows: Three hundred shares in the General Mining Association and twenty Regent's Canal shares were transferred by the executors of the testator to the trustees. Certain Columbian bonds remained in the possession of one of the executors. These bonds passed by delivery, and the actual holder was considered as the beneficial owner. A sum of Consols and a cash balance at the bankers' were standing in the names of the executors. There being no issue of the plaintiff's marriage, he now sought to have it declared that the settlement was not binding on him. It is important to observe, upon the above facts, that the plaintiff did not by the deed propose to make the trustees of the will, in whom the legal interest in the funds assigned was vested, trustees for the cestuis que trust under the deed. Then had there been any transfer to the new trustees? In the absence of such a transfer, which would have vested in the trustees of the deed the legal interest in the choses in action assigned, the relation of trustees and cestuis que trust could not be considered to have arisen; and until it did arise there was only an imperfect gift, which the Court would not interfere to complete. Applying this principle to the facts of the case before him, the Master of the Rolls held that, as regarded the shares, the relation of trustees and cestuis que trust had been created, and that the plaintiff and his co-trustees held those shares upon the trusts of the settlement, which they were bound to carry into effect, and which, if necessary, the Court would enforce; but as regarded the bonds, the Consols, and the cash, no trust had been created, and the plaintiff was entitled to have them transferred and paid to him. With regard to the real estate, the Master of the Rolls held that the plaintiff's interest under the will was merely equitable, and therefore that the indenture of settlement could not operate as a conveyance of any legal estate to the trustees of the deed. Neither could it operate as a declaration of trust, inasmuch as it did not purport to make the trustees of the will trustees for the donees under the settlement.

This case differs from that which gave occasion to these remarks in respect that the settlement sought to be set aside comprised only property belonging to the husband in his own right, and that it contained no trust for the benefit of his wife. But the question whence the property came to the settlor does not seem to be material in considering the operation of the settlement; and if a settlement is post-nuptial, the wife is a mere volunteer, and cannot, it would seem, have any superior rights to others in the same category. It may be quite true, as stated by *Kindersley*, V. C., that "no instance can be found of a husband who had made a post-nuptial settlement of his wife's reversionary property on herself having, on his own application, been allowed to treat it as a nullity." But we apprehend that if, in *Bridge* v. *Bridge*, the Consols and cash had formed part of a residue bequeathed to the wife, and if the settlement had contained trusts for the wife's benefit, the Court, nevertheless, would have set that settlement aside. The case of reversionary interests in personalty offers, perhaps, greater difficulty, but that is no reason for departing from the ordinary principles of a court of equity.

JOINT STOCK COMPANY—CONTRIBUTORY.

Re The Liverpool Borough Bank, Ex parte Duranty, 7 W. R. 70.

This was an attempt to escape liability as a shareholder, which, if successful, would have supplied a precedent for very largely reducing the lists of contributories to insolvent companies. There was, however, this important distinction between *Brockwell's* case (5 W. R. 858) and *Ayre's* case (27 L. J., N. S., 579; s. c. 31 L. T. 192), and the present, viz. that in those cases the shares were taken directly of the company, whereas in the case before us the shares were purchased of an existing holder. Upon this ground the Master of the Rolls decided adversely to the present claim for exemption, and thereby destroyed hopes which the strong language used by him in *Ayre's* case may have excited in the minds of many shareholders, whose advisers had not considered that judgment with sufficient care.

The present applicant, Mr. Duranty, bought in the market in August and October, 1857, 151 shares from different shareholders, and he swore that before purchasing he had read the report issued in July, 1857, and that he was induced to purchase by his full reliance on the statements of the re-

port. Shortly after his last purchase, the bank suspended payment. Having learned that the report was untrue, he declined to pay any calls, and now applied to be removed from the list of contributories. The Master of the Rolls said, that the important question was, whether the false representation was made by one of the parties to the contract, or by a third person who induced one of them to enter into it. If one of the parties to the contract made the false representation, the contract was void, and the parties would be remitted to their original position; but if a third person, by misrepresentation, induced one party to enter into a contract, and the other party to the contract was not privy to such misrepresentation, but entered into the contract fairly, the contract could not be impeached, but the person making the misrepresentation would be liable to an action for damages by the party who had been deceived by it. In *Ayre's* case, where the company issued a report containing false statements, and thereby induced many persons to become shareholders, the contract was made with the company itself, and therefore it was held void. But here the contract was made between Mr. Duranty and a shareholder, who sold the shares to him. He must, therefore, bear the consequences; but if *Scott* v. *Dixon* should be upheld in the Queen's Bench, he could pursue his remedy by action against the individual directors for the false representations by which he was induced to buy shares. The name of Mr. Duranty was retained on the list of contributories.

TRUSTEE ACTS—JURISDICTION—DUCHY COURT OF LANCASTER.

Re Ormerod, 7 W. R. 71.

The question here was, whether the Duchy Court of Lancaster had, as to lands and personal estate within its jurisdiction, power under the Trustee Acts to appoint a new trustee in the place of a trustee of unsound mind, not so found by inquisition. By the statute 17 & 18 Vict. c. 82, s. 11, the Duchy Court has, as to lands and personal estate within its jurisdiction, all the powers which by the Trustee Acts are given to the Court of Chancery in England. It might have been thought that the 32nd section of the Trustee Act, 1850, was framed in terms sufficiently extensive to confer jurisdiction in respect of persons of unsound mind upon all branches of the Court. But in *Re The Good Intent Benefit Society* (2 W. R. 671), *Kindersley*, V. C., said, that he could find nothing in the Act to authorise him to make an order in such a case, and that application should be made to the Lord Chancellor, or the Lords Justices. It was, indeed, at one time doubted whether the Lords Justices, though they are in fact entrusted under the Queen's sign manual with the care of lunatics, had power to exercise the jurisdiction given by the Act to the Lord Chancellor. See *Re Waugh's Trust* (2 D. M. & G. 279). This doubt was removed by 15 & 16 Vict. c. 87, s. 15, enacting that all the jurisdiction given by the Trustee Act, 1850, to the Lord Chancellor, entrusted with the care of lunatics, should belong to all the persons for the time being so entrusted. It may now, therefore, be considered as the settled construction of the Acts, that orders to appoint new trustees in place of persons of unsound mind not so found by inquisition, can only be made by the Lord Chancellor and the Lords Justices. It follows that this power is not to be considered as "given by the Acts to the Court of Chancery," and therefore the Lords Justices decided that it does not belong to the Duchy Court of Lancaster.

MORTGAGE—FORECLOSURE—SPECIAL DECREE.

Edwards v. *Martin*, 7 W. R. 30.

Considerable difficulty was felt in this case by the Court in determining the proper form of the decree. The plaintiff was the first mortgagee of property, part of which was afterwards mortgaged to A., and another part subsequently to B. At a later date another property was mortgaged to the plaintiff to secure the money already advanced by him, and further advances. This property, in whole or part, was subsequently mortgaged to B., C., D., E., and F. The mortgagor had become bankrupt; and the first mortgagee had instituted the present suit for redemption or foreclosure. The decree ultimately made was to the following effect:—Upon the defendants A., B., C., D., E., and F., or any or either of them, paying to the plaintiff the amount due to him within six months after the certificate, the plaintiff to convey the premises comprised in the two mortgages free from incumbrances, and deliver up all deeds relating thereto to the defendants, or to such of them as should so redeem the plaintiff. Liberty to apply gives to the defendants, or any or either of them, so redeeming, without notice to the plaintiff. In default of the defendants, or any or either of them, redeeming by the time named, all the defendants to stand foreclosed as regarded the premises comprised in both mortgages.

In such a case as this, the power given to the Court by 15 & 16 Vict. c. 86, s. 48, to direct a sale instead of a foreclosure, might, it would seem, have been exercised with great advantage. But as the parties did not desire to adopt the simple expedient of a sale, the Court was obliged to make the best decree it could for the adjustment of their complicated rights. Where there are only two or three incumbrancers, it is not difficult to frame a decree providing for successive foreclosures, and in *Thorneycroft* v. *Crockett* (16 Sim. 445), and *Seton's Decrees*, 217, precedents may be found adapted to cases of greater intricacy. But the present case appears to have been beyond the ingenuity of the registrars, and the Court was obliged to make a short cut out of its embarrassment.

WILL—SUBSTITUTION.

Re Paulding's Trusts, 7 W. R. 74.

In this case there was a trust to provide for certain annuities out of a specified fund, and "to pay and divide the remainder of such moneys, together with all my other moneys not hereinafter bequeathed and excepted, unto my niece E., and such of my nephews and nieces as shall be then living, and the child and children of such of them as shall be dead; such child or children to be entitled only to the share of his or their parent or parents, and to be paid as they severally attain twenty-one, with interest in the meantime towards support and education." One of the nephews died in the testator's lifetime, and the question was, whether his children were entitled to a share in the trust funds.

In the case of *Ive* v. *King* (16 Bea. 46), the Master of the Rolls laid down this principle, that if a legacy be given to a class of persons, such as the children of A., and it is provided that in case of the death of any one of the children of A., before the period of distribution, the issue of such child shall take their parent's share, such issue cannot take unless the parent might have taken; and, consequently, if a child of A. be dead at the date of the will or at the death of the testator, the issue of that child cannot take anything. This rule was applied in the case of *Butter* v. *Ommaney* (4 Russ. 70), where the fund was, after the death of two persons, to be equally divided among the children of three persons, who should be then living; and as to such of them as should be then dead, leaving children, such children were to stand in their parents' places. Some of the children of the three persons died before the date of the will, and it was held that the children of those children were not entitled to any share. Again, in *Gray* v. *Garmes* (2 Hare 268), there was a gift to the wife for life, and the residue to be equally divided between her brothers and sisters; and in case any of them should be dead at the time of her decease, leaving issue, such issue to stand in their parents' place. It was held that the issue of any brother or sister who was dead before the date of the will could not take by substitution.

But there is another principle equally well established, and which was acted upon by the Master of the Rolls in *Coulthurst* v. *Carter* (15 Bea. 421)—viz. that if there be an original and substantive gift to a class of persons and to the issue of such of them as shall be dead leaving issue, the issue of a member of the class dead at the testator's decease, or at the date of the will, would be entitled to a share. Now, in the present case, the gift was not to the nephews and nieces followed by a clause of substitution in the event of the death of any, but the children of nephews and nieces who should be dead were put with the other members of the class as objects of the original gift. This was therefore a case to which the latter of the two principles applied, and, accordingly, it was held by the Master of the Rolls that the children of deceased nephews and nieces were all entitled, at whatever time their parents died.

Cases at Common Law specially interesting to Attorneys.

CRIMINAL LAW—FALSE PRETENCES.

Reg. v. *Butcher*, 7 W. R., C. C. R., 38.

We have often been struck by, and on more than one occasion have remarked upon, the singular difficulty which appears to surround the law of false pretences, and which seems to render insoluble the problem of how to define roguery of this description so as to defeat the ingenuity of those who defend persons charged with it in our courts of justice. Lord Brougham, in a

recent meeting of the Law Amendment Society, brought the subject under the notice of his audience, and the case under discussion attracts our attention to it again, though (as we are about to explain) the difficulty here arose not from the law, but from the carelessness with which the indictment was drawn, and through which an impudent and heartless piece of knavery escaped unpunished. The case was shortly this, divested of all the circumstances unnecessary to the statement of the point of law. The prisoner had employed a little boy he met in the street to go to the officers of a certain company, then engaged in paying out the weekly wages of its workmen, and to ask for the wages of A. B., one of such workmen—promising the boy a penny for the service. The officers (carelessly enough, as it seems to us) paid the money to the messenger without any inquiry, and it afterwards turned out that no authority had been given by A. B. to the prisoner, who had devised this method of getting hold of his brother workman's weekly wages; and who, in point of fact, received them from the boy messenger and appropriated them to his own purposes. Now the Court of Criminal Appeal all held, satisfactorily enough, that the legal offence of obtaining the wages of A. B. by false pretences had been clearly committed by the prisoner according to the facts proved, and that there was nothing in the argument which was urged on his behalf, viz. that the false representation had been made, not by the prisoner himself, but by his messenger. It would, indeed, have been monstrous, if the law had relieved the principal in such a transaction from the act of his agent. But the conviction was quashed nevertheless, and this on the following ground. There were three counts in the indictment relied upon by the prosecution. In the 1st of these the prisoner was charged with having falsely pretended to the officers of the company that he was the agent of A. B., and that he was authorised by him to receive the money in question. This count was clearly not borne out by the evidence. The 2nd count charged the prisoner with having falsely pretended to the boy he employed that he was authorised to send him for the money. But it appeared by the evidence that he made no pretence of the kind, but simply induced the boy to go, by holding out to him the prospect of receiving a penny for the errand. The remaining count alleged that the prisoner obtained the money from the *boy* by the false pretence that he was authorised by A. B. to receive it from him. But this count was equally inconsistent with the facts actually proved. The real way by which the prisoner had obtained the money was by falsely representing to the officers *through* the boy, his innocent agent, that he (the boy) was authorised by A. B. to receive the money.

But no count alleged that the money was obtained by means of this false pretence, and the indictment, consequently, could not be sustained. The true moral to be drawn, therefore, from this case is, that great care must be taken in framing these indictments, to allege the pretence by means of which the money was obtained, in strict accordance with the facts; otherwise, the most promising case may fail, and the most iniquitous fraud may escape unpunished.

CRIMINAL LAW—MANSLAUGHTER.

Reg. v. *Bennett*, 7 W. R., C. C. R., 40.

This was an attempt to extend the responsibility cast by the law on a man who employs another in an illegal occupation, to a point beyond that at which the decisions in the books stop, and, indeed, beyond the natural limits of justice; for it is a very important maxim that in a criminal case every man is answerable for his own acts. Hence before a man can be convicted of manslaughter, there must be proved to have been some personal misconduct or personal negligence on his part. It is not enough to show misconduct or negligence on the part of those employed by him, even if the employment were in itself unlawful—provided, of course, the employer did not authorise or command the commission of the act itself by which death was caused. In the case under discussion, the prisoner was convicted before *Willes*, J., of the manslaughter of one who had been killed by an explosion of fireworks. These fireworks were under the superintendence of a person in the prisoner's employ, and by whose negligence or misfortune the accident had, in fact, been caused. The prisoner himself was neither present at the time the explosion took place, nor did it happen in consequence of any personal interference by him, as to the mode in which the fireworks were to be kept or otherwise; but he was, nevertheless, convicted, because, in the opinion of the judge before whom he was tried, it was sufficient that he had authorised the keeping of fireworks, which being prohibited by Act of Parliament, made him guilty of a misdemeanour in keeping them through his servant, and criminally responsible for any consequences which might ensue from the servant's negligence in his charge. The Court of Criminal Appeal, however, unanimously quashed the conviction. The death (they observed) was not caused by reason of the fireworks being kept, but from the negligence of the prisoner's servant; and for such negligence the prisoner could not be held to be *criminally* responsible.

BILLS OF EXCHANGE—GENERAL ACCEPTANCE—LIABILITY OF INDORSER.

Saul v. *Jones*, 7 W. R., Q. B., 47.

By this case two points are decided—one, in reference to the general law of bills of exchange; the other, in reference to the practice of the county courts, with regard to the summary "Procedure on Bills of Exchange Act" of 1855. The point of law was, the extent of the operation of the statute 1 & 2 Geo. 4, c. 78, by which a bill accepted, payable at a banker's or other place, is made "to all intents and purposes" a "general" acceptance (so as to render a presentment at the particular place mentioned in the acceptance unnecessary as a condition precedent to putting the bill in suit), unless the acceptor proceeds further to state, in his acceptance, that he accepts the bill payable at such place *only*, and not otherwise or elsewhere. This last species of acceptance is, by the statute, to be deemed a "qualified" one only, and the liability of the acceptor on the bill is not in such case to arise, except in default of payment of the demand duly made at the place specified. In the case under discussion, the action was against an *indorser* of the bill; and there had been no presentment at the place mentioned in the acceptance; which, as against the acceptor, was, therefore, under the statute, clearly general. And the argument in behalf of the plaintiff was, that the indorser's liability was the same as the acceptor's. But the Court did not coincide in this view. For (said they), though the acceptor is fairly enough supposed by the law to know whether he has any effects in his banker's hands, that does not concern the indorser. To ground an action against this last, a presentment to the acceptor in the manner indicated in the acceptance itself is essential. The liabilities of the indorser are not affected at all by the statute of Geo. 4, which exclusively refers to that of the acceptor. This construction of the Act was established with regard to the *drawer* of a bill made payable at a particular place, in the case of *Gibbs* v. *Mather* (8 Bing. 214, 221); and the reasons on which that decision was founded apply still more strongly to the case of an indorser.

The point of county court practice above referred to, was this. The provisions of the Summary Procedure on Bills of Exchange Act (18 & 19 Vict. c. 67) were, soon after the passing of the statute, extended to the district county courts; and the case under discussion was, in fact, an appeal from the decision of a county court judge on a plaint levied in his court on a bill of exchange. By the statute, a defendant sued under its provisions cannot appear to and defend the action unless he obtain leave for that purpose; and this leave cannot be obtained unless he pays into court the sum indorsed on the writ, or produce affidavits satisfactory to the judge disclosing a legal or equitable defence, or such facts as would make it incumbent on the holder to prove consideration, or such other facts as the judge may deem sufficient to support the application. In the case under discussion, the defendant did obtain leave on an affidavit that he did not indorse the bill, and that he received no consideration for it; but, on the trial, he contended that the plaintiff was not in a position to recover unless he proved both a presentment of the bill, and also notice of dishonour. And as the plaintiff was not in a position to prove either, the judge gave a verdict against him, holding it not to be necessary that the defendant should confine his defence to the matters disclosed in his affidavit, and on account of which he had obtained permission to defend. This ruling the Court of Queen's Bench supported; though they remarked on the inconvenience that a defendant should be allowed in this way to set up one matter of defence in his affidavit, and another at the trial, and said that it was one which could not arise in the superior court, where the defendant would have had to disclose his intended defence in applying to a judge for leave to place several pleas on the record. It was also intimated that a modification of the existing rules for the county courts was desirable, so as to confine the defendant at the trial to the matters of his affidavit.

PRACTICE—SERVICE OF WRIT OF SUMMONS ON A LUNATIC.

Williams v. *Maggs*, 7 W. R., Exch., 50.

This was an application under the 17th section of the Common Law Procedure Act, 1852, to allow the plaintiff to proceed in the action, though he had been unable to serve the writ

of summons on the defendant, who was a lunatic, confined in an asylum, and whose keeper refused to allow him to be seen. A similar application was a short time ago made to the Court of Queen's Bench, in the case of *Ridgway* v. *Cannon* (2 W. R., Q. B., 473); and another of the same nature to the Common Pleas, in the case of *Holmes* v. *Service* (15 C. B. 293). Both these applications were refused, and the Court of Exchequer in the case under discussion said, they would adhere to the rule laid down by the other two Courts.

It may be observed that in *Ridgway* v. *Cannon*, the Court intimated that the proper practice in a case of this nature would be to bring up the defendant to the Court by writ of habeas. From *Ex parte Child* (15 C. B. 238), however, it would seem that the concurrence of the defendant himself would be necessary before a rule for a habeas would be made absolute, and this difficulty probably prevented the suggestion of the Queen's Bench being followed in the present instance.

Law of Evidence—Admission by Party, when Available.

Huntley (*Administratrix*) v. *The St. George Insurance Company*, 7 W. R., Exch., 51.

In this case a singular point in the law of evidence was mooted, but not determined by the Court; who disposed of the application before them in a manner which rendered their decision on the doubtful point unnecessary. The question arose thus: A. B. effected an assurance for his own life, in a certain insurance company, but payment was, after the policy became a claim, resisted on the ground that at the time it was entered into the deceased had fraudulently concealed that he was labouring under a disease of the kidneys. At the trial, however, as it appeared by the evidence of his medical attendant, that, in point of fact, the deceased did *not* suffer under the disease alleged, the jury returned a verdict for the plaintiff, who (being widow of the assured) sued as his administratrix. After the trial, a letter from the plaintiff was discovered, written during her husband's life, and shortly after the policy was effected, from some expressions in which it might be inferred that at its date the defendant knew or believed himself to be suffering from the disease. On the ground of this discovery, a new trial was moved for; and it was then discussed how far the plaintiff's statement, at a time when she had no interest in the present suit, could be used against her as an admission, on her subsequently acquiring an interest in its subject-matter by taking out letters of administration to her husband. There were two cases in which the same question had arisen, and in both of these the statement of A. B. was sought to be used against him, in an action he afterwards brought in the capacity of a bankrupt's assignee. In one of these (*Smith* v. *Morgan*, 2 M. & R. 257) the statement had been received by Chief Justice *Tindal;* in the other (*Fenwick* v. *Thornton*, M. & M. 51), it had been rejected by Lord *Tenterden*. The Chief Baron, in delivering the judgment of the Court, and refusing the rule, intimated that his personal opinion inclined to the view adopted by Lord *Tenterden;* but that it was not necessary to decide the point, as the Court did not consider that the letter which had been discovered ought so far to outweigh the medical evidence given at the trial, and on which the jury had founded their verdict, as to be ground for sending the case to be retried.

It may be observed, that the ground of this application for a new trial, viz. the subsequent discovery of additional evidence, is not a very usual one in practice.

Correspondence.

EDINBURGH.—(*From our own Correspondent.*)

With reference to some recent remarks in this journal on the subject of the public records, and the unlimited use of these for the purpose of publishing the information which they contain, it appears to me to be impossible to restrict this use, at least, as regards all those cases where registration has been established for the purpose of creating a preference. It appears to me to be a well-settled principle, that where rights of preference are allowed to be created by deeds or acts, not necessarily patent to the world, those deeds or acts should be rendered public as far as possible by requiring intimation of them through the public registers, or otherwise. Upon this great principle the register of land rights was established in Scotland, and various other registers brought into existence from time to time, relating to moveable rights and having the same object in view, have had their origin in the same principle. It is, of course, impossible that all mercantile transactions, or even a large number of them, can be so dealt with, and the difficulty must necessarily increase as the relations of society become more complicated. But that the principle is a sound one appears to me to be established by the constant efforts which are made to bring it into operation in England in regard to land rights, which are supposed to be more capable of being so dealt with than any other description of property. The establishment of a register of bills of sale of moveables in England is also another testimony of respect for the principle.

In Scotland, until within the last few years, a contract of sale of moveables (household furniture for example) had not the effect of transferring the property of the subject sold—delivery was necessary—so jealous was the law of allowing transactions to have a preferential effect where the relative position of the contracting parties was not ostensibly changed. It presumed that the possession of the property resulted from ownership, and that the general public was entitled to rely on the presumption. This was a principle which could not, of course, be imported into the law of pledge, or hiring, or loan, or the like, but, so far as it went, it was valuable. The Scotch law on the subject was, however, recently changed, with the view of assimilating it to English law. But the result of that change affords an illustration of the danger of altering a doctrine of law for the purpose of bringing it into identity with that of another system, and not taking care to import all the qualifications and safeguards protecting it there. In Scotland we have no register of bills of sale, yet moveable property may now be transferred by a simple contract; and a creditor, who had supposed his debtor to be a man of some substance, often finds that he has already assigned his whole property as effectually and as secretly as a landed proprietor in England can sometimes burden his estate to more than its real value, and yet preserve an appearance of wealth.

This is only one of many grievances which we have to complain of in Scotland under recent statutes, and one, and not the least of these, is that an Englishman may sue a debtor in Scotland; and if it happen that he suspects the solvency of that debtor, and presses his diligence—that is, his legal process—against him, to a sale of his effects, and receives payment of his debt out of the price, he may carry off the money so received to England; and although his debtor was notoriously a bankrupt, the other creditors, unless they shall have completed their diligence, and are ready to sell also, have no remedy except to raise actions in England against him for their proportions of the money so carried off—an alternative which no one that I have heard of has ever had the courage to adopt, although certainly the claim would be successful here. There ought to be a simple process to prevent the funds being paid away until all rights of preference have been ascertained.

Professional Intelligence

NEWCASTLE-UPON-TYNE AND GATESHEAD LAW SOCIETY.

The thirty-second annual general meeting of the society was held on Thursday, the 2nd day of December, 1858. The Town-Clerk of Newcastle, president, in the chair. Messrs. Alfred Legge, James B. Browning, and James Main, were elected members.

The following Report of the committee was read and adopted:—

"The committee of the Newcastle and Gateshead Law Society beg to present the following Report of their proceedings at this the thirty-second annual general meeting of the society:—

"In pursuance of the resolution of the last annual general meeting, an address was presented to Mr. Commissioner Ellison, expressive of the sentiments of this society in regard to the attack made upon his Honour by a member of the profession at Carlisle. This was acknowledged by the learned Commissioner, and his replies, along with the address, are entered upon the minutes of the society.

"The Bill for the Registration of Titles occupied the attention of your committee previous to the meeting of Parliament; the very long and elaborate report of the Commissioners on the subject was obtained from Mr. Headlam, M.P. (one of such Commissioners), and considered; and your committee were preparing to take action upon it, if the measure had not been interrupted by the resignation of the Ministers under whose auspices it was expected to be brought forward.

"The late Lord Chancellor (Lord Cranworth) introduced into Parliament a Bill for the Transfer of Land, based upon the

principle of the Irish Incumbered Estates Act; and Lord Brougham, one to abolish imprisonment for debt.

"These, with two very important and practical Bills by Lord St. Leonards for 'Trustees' Relief and Transfer of Estate Simplification,' were all considered, and petitions in favour of the two latter measures were prepared, and sent for presentation to Lord St. Leonards; and some queries and practical suggestions were embodied in a special letter to his Lordship, relative to searches for judgments and lis pendens, and the practicability of having searches made by a public officer, whose certificate should be conclusive as to the existence of judgments or otherwise. These valuable measures were watched with interest by your committee, but they were withdrawn by Lord St. Leonards near the end of the session of Parliament.

"While upon the subject of Parliamentary measures, your committee have to mention, that they also had under consideration the Bills to amend the Divorce and Matrimonial Causes Act, and the Probate and Letters of Administration Act of last year.

"Your committee co-operated with the Manchester Law Society, who sent up a deputation in reference to the latter. A petition was sent to the House of Commons against some parts of the Bill which were deemed objectionable, and those giving an extension of the power of district registrars were withdrawn, while an extension of the privileges of the common law bar was obtained in non-contentious business.

"The subject of discontinuing the practice of administering oaths free of charge, and of charging the proper fees for administering oaths, taking declarations, marking exhibits, &c., was under consideration during the months of March and April, and a general meeting was held thereon, at which it was referred to your committee to ascertain the proper fees. Communications were had with the Incorporated Law Society, the Metropolitan and Provincial Law Association, the Manchester, Liverpool, Birmingham, York, Leeds, Bristol, Hull, Exeter, Sunderland, and other law societies, and practitioners in other towns; much pains were taken to frame a proper scale of fees. This has been adopted by the society, and has been acknowledged 'to be accurate and useful as establishing a uniformity of practice, and has been frequently asked for and sent to various parts of the country.'

"The propriety of changing the weekly half-holiday from Friday to Saturday afternoon, was considered at a general meeting on the 16th March, but was reserved for future consideration.

"*New Scale of Costs in Bankruptcy.*—It appearing from some of the newspapers that the Lord Chancellor had expressed an intention to issue a new scale of costs in bankruptcy, letters were addressed to the Hon. H. G. Liddell, and Mr. Ridley, M.P.'s, to apply to his Lordship's secretary for the scale, but nothing more was heard of it.

"*New Scale of Costs for the Burgess and Non-Burgess Courts.*—This was under consideration in the months of July and August, and information was obtained as to the costs and practice of the Liverpool and Manchester Local Courts, and conferences were had with the deputy recorder and deputy prothonotary, and some of the practitioners in the courts, and a meeting was held thereon at the Guildhall. The matter now rests with the deputy recorder.

"*As to Probate Court Practice.* and the sharing of bills with proctors in the fee for probate and administration under seal, &c.—This was also the subject of consideration and correspondence, as can be explained by the secretaries.

"*The Aggregate Meeting of the Profession was held at Bristol* on the 5th and 6th October, and a general meeting was called to consider the propriety of a deputation attending on behalf of this society, and of renewing the invitation which was given last year to the Metropolitan and Provincial Law Association, to hold their annual meeting at Newcastle in 1859; but in consequence of the small attendance of members, no resolution was come to binding upon the society. The vice-president and junior secretary attended the meeting, which was of a gratifying character, and they were most hospitably entertained by the solicitors of Bristol at a dinner in the Merchant 'Venturers' Hall. The Mayor of Bristol also gave a dinner at the Council-house. These, as well as the courtesy and attention shown to the strangers, have been acknowledged by a vote of thanks at the general meeting of this society, on the 2nd November. The Metropolitan and Provincial fixed their next meeting in London in May, 1859, the Lord Mayor elect, Mr. Alderman Wire, having expressed his intention to do all he could to further the objects of that and the Solicitors' Benevolent Association, and to dispense civic hospitality on the occasion. The latter institution received an accession of members at Bristol, and is well worthy the attention of the profession.

"The members of the society have been so lately informed of the resolutions that were passed on the 2nd ult., respecting a requisition to proctors to divide costs in Admiralty proceedings, and as to the times of holding the Newcastle Sessions, that it is hardly necessary to repeat the effect of such resolutions.

"The former resolution was communicated to Mr. F. H. Dyke, her Majesty's proctor, who referred your secretaries to the provisions of an Act of Parliament as interposing a difficulty. This is the 55 Geo. 3, c. 160, s. 76, the provisions whereof had been considered. Your committee strongly recommend that this and other law societies should put themselves in motion, by petition and otherwise, to insure the repeal of this obnoxious and inequitable statute during the ensuing session, and seek, by every lawful means, to insure the participation of the solicitors in the business of the Admiralty Courts, in the same manner, and to the same extent, as their rightful claims have been recognised in this behalf by the Legislature in the Courts of Probate and Divorce.

"In regard to the time of holding the Newcastle Sessions the resolution was communicated to the corporation, who appointed a committee thereon. A memorial to the Home Secretary was also prepared, and a copy of it, as also of the society's resolutions, were sent in order to the Recorder, who has written two letters to the secretaries thereon; such letters not being satisfactory, the memorial has been sent to the Home Secretary.

"Your committee, in common with the profession at large, have to regret the removal by death of the late esteemed and lamented judge of the county court for Northumberland, Mr. Losh's uniform courtesy, his mild and amiable character, and the exemplary and painstaking manner in which he performed his judicial functions, justly claim a tribute to his memory at the hands of this society.

"The appointment of Mr. Dasent as his successor appears so far to be a highly satisfactory one.

"The present number of members is seventy-four; and with the three elected to-day seventy-seven; and there have been no deaths or resignations during the year."

The following gentlemen were elected officers of the society for the ensuing year, viz.—Mr. William Dunn, president; Mr. Edward Glynn, vice-president; Mr. R. R. Dees, treasurer; Messrs. William Crighton and James Radford, secretaries.

The annual dinner afterwards took place at the Queen's Head Hotel, the Town Clerk, president, in the chair; Mr. Edward Glynn occupying the vice-chair for Mr. William Daggett, vice-president, who was indisposed. There was a larger attendance than usual, and the evening was spent in a very agreeable manner.

TRANSFER OF CHANCERY CAUSES.

The following causes have been transferred, by order of the Lord Chancellor, from Vice-Chancellor Sir W. Page Wood to Vice-Chancellor Sir John Stuart:—

SCHEDULE.

		Reference to Record.
Westby v. Westby	Cause	1857 .. W .. 230
Williams v. Powell	Cause	1857 .. W .. 27
Walton v. Hills	Cause	1857 .. W .. 217
Calvert v. Calvert	Motion for Decree	1858 .. C .. 176
Blackburn v. Hartley	Motion for Decree	1857 .. B .. 289
Cowell v. Cowell	Motion for Decree	1856 .. C .. 105
Sidebottom, A. K., v. Sidebottom, M. A.	Cause	1857 .. S .. 234
Burt v. British National Life Assurance Association	Cause	1858 .. B .. 89
Scarth v. Owen	Motion for Decree	1858 .. W .. 32
Dalton v. Dalton	Motion for Decree	1857 .. D .. 79
Furley v. Hyder	Motion for Decree and Petition	1858 .. F .. 35
Smith v. Fenton	Motion for Decree	1857 .. S .. 212
Pinkus v. Wood	Cause	1856 .. P .. 118

The Vice-Chancellor Stuart will not commence hearing these transferred causes earlier than Monday, 13th December, 1858.

The Council of the Incorporated Law Society have issued a circular, stating, that in order to encourage the careful study of the law, the examiners of the candidates for admission on the roll of attorneys, intends, on the examination to take place in next Hilliary term, and subsequently, to select the names of the candidates under the age of twenty-six years, who, in passing their examination, shall appear to have deserved honorary distinction, with a view to the Council presenting to such candidates a prize of books or certificate of merit.

The Honourable Society of Clifford's-inn also intend to give

a sum of twenty guineas, and the Honourable Society of Clement's-inn a sum of ten guineas yearly, to provide testimonials for such of the candidates under the age of twenty-six as in passing their examination shall merit distinction; and the Council are empowered to apply these annual gifts in such way as may appear to them best adapted to give effect to the objects of the societies of Clifford's-inn and Clement's-inn.

Ireland.

DUBLIN, THURSDAY.

THE LANDED ESTATES COURT AND THE SOLICITORS.

When the Code of General Rules of the Landed Estates Court was framed by the judges of the Court, with the sanction of the Lord Chancellor and Lord Justice of Appeal, some dissatisfaction was felt by the solicitors generally at the diminished right of audience accorded to them; and, in particular, it was much complained of that but one day in the week was allotted for "chamber business"—that is, for motions movable by solicitors. We observed at the time that this limitation to one day in the week was a serious infringement of the just rights of the solicitors, and therefore an injury to the suitors in the Court, inasmuch as much business of the administrative kind could be transacted by solicitors as well as by the bar, and, of course, at considerably less cost. We predicted, however, that this rule of the Court would doubtless be relaxed when the judges, by experience of its working, came to discover that the progress of the matters before them was delayed and rendered more expensive by reason of it. We are therefore glad to find that a new regulation has been substituted, allowing chamber or solicitors' motions to be moved *every day in the week*, from eleven to twelve o'clock. This concession has given very general satisfaction to the profession, and will, we doubt not, contribute most materially to the successful working of the new Court.

The other ground of objection to the Code of Rules, which has been much discussed in professional circles, is the limitation of various periods, ranging from three days to two months, within which certain steps in the progress of each matter are required to be taken—in some instances on pain of the dismissal of the petition on which the proceeding is grounded. This subject was lately discussed by the Council of the Incorporated Law Society, and it was resolved to forward a memorial to the judges of the Court, stating the objectionable points, and requesting that a deputation might attend and give further explanations. On Thursday last, a deputation, consisting of the vice-presidents, Messrs. Meade and Orpen, and three members of the council, Messrs. Gibson, O'Brien, and Fyffe, waited on the judges of the Court, and, during a lengthened interview, expressed the sentiments of the solicitors generally on the point referred to. The particulars of the interview have not transpired, as it was of a private character; but it is understood that the deputation, who met with the utmost courtesy and attention, retired satisfied that no change detrimental to the interests of either solicitors or suitors was contemplated, and convinced of the full determination of the Court to render every reasonable facility to practitioners in the Court.

The Council of the Law Society, and the members of the deputation in particular, are entitled to very great credit for their exertions in this matter; and it is to be hoped that similar steps will be taken on any future occasion when Rules or Orders are issued by any court of justice which encroach, or appear to encroach, on the privileges of the profession, or to militate against the interests of suitors.

INCORPORATED SOCIETY OF THE ATTORNEYS AND SOLICITORS OF IRELAND.

At the general half-yearly meeting of the Incorporated Society of the Attorneys and Solicitors of Ireland, held at the Solicitors' Hall, on Friday, November 26th, 1858: Richard J. T. Orpen, Esq., vice-president, in the chair: a Report of the Council was read by the secretary, and adopted by the meeting, from which the following passages, being those of the most general interest, are extracted:—

In presenting their annual report, your Council have to recall to the notice of the society several very important changes which have been effected in the law during the last session, and which, in their progress through Parliament, received the attention of the Council wherever it appeared that the interest of the suitors or of the profession, or the due administration of justice, was involved.

The most prominent of those measures, and one of immense importance with reference to Ireland, was the statute constituting "The Landed Estates Court" as a permanent tribunal, for facilitating the sale and transfer of land in Ireland, whether incumbered or not, and arming the Court with far more extensive powers than those of its predecessor, which dealt only with incumbered estates. It is difficult to over-estimate the importance of this measure. Under this statute, an owner of land in Ireland may submit his title to the investigation of the Court, and obtain a judicial declaration, conclusive and indefeasible against all the world, of his having a good and sufficient title for the purpose of dealing with the property as he may require; and, when it is sought to sell an estate, the vendor or vendee may, in like manner, apply to the Court for an indefeasible title to, and a suitable conveyance of it; and the Court can pronounce an order for specific performance of the contract at the instance of either party, amounting, as affecting our profession, to a sort of revolution, by superseding, to a great extent, the system of conveyancing, from which a principal portion of our professional emolument is derived, and which, we trust, will be kept in mind by the judges of that court when preparing a schedule of fees for the remuneration of the practitioners.

In the month of June last, your Council presented a petition to the House of Commons, praying that provision might be made for a third judge, under the Bill then before Parliament, for the sale and transfer of land in Ireland; and that Mr. Commissioner Hargreave might be appointed to fill that office; and they are happy to add that the Bill was amended accordingly.

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Your Council lost no time in taking steps to bring under the consideration of the Chancery Inquiry Commissioners several suggestions which in their opinion would, if adopted, save expense, promote the public interest, and tend to the convenience of the suitors and practitioners of the Court; and they trust that their successors will be enabled, in the next report of your society, to announce that the representations and suggestions of your Council have led to some very desirable changes and reforms. Amongst other suggestions, your Council recommend that the situation of Registrar and Assistant-registrar of the Court of Chancery, as well as that of Master's Examiner, should (as is the case in England) be filled by solicitors of ten years standing.

With respect to the taxation of Chancery costs, your Council have lately had a communication with the Taxing Masters, and suggested that a rule might be framed which would tend to obviate much delay in that department, viz. by the Taxing Masters calling their lists of short and long cases at particular times to be appointed by them, and proceeding with the taxation whether the adverse party (if duly summoned) attends or not.

Your Council regret that they are not able to announce the completion of the new Chancery schedule of fees, which has been under the consideration of the Court since April, 1857.

Your Council have to state that in consequence of the decision arrived at by the Court of Common Pleas, as to the operation and effect of the 13 & 14 Vict. c. 29, s. 6, as to the averment of the residence and description of the parties, and which affected the greater portion of the judgment mortgages then registered, your Council lost no time in calling the attention of the Attorney-General and other influential members of Parliament to the subject, and at the same time submitted the draft of a clause to be inserted in an Act for the purpose of remedying so serious an evil; and they have the satisfaction of stating that their efforts resulted in the passing of the Judgments (Ireland) Amendment Act of 21 & 22 Vict. c. 105.*

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In upholding the privileges and interests of the body at large and of the society, it affords your Council gratification to be enabled to state that they successfully opposed an application made by a barrister to the Lord Chancellor to be admitted a solicitor without having served an apprenticeship, or even been bound as an apprentice, or having been previously disbarred. His Lordship, in giving judgment, observed, that the Court had no jurisdiction to make any order upon the petition until the applicant had been disbarred and bound apprentice, as the Act only gave power to shorten the period of apprenticeship; and his Lordship added, that the case was an unusual one, inasmuch as the party seeking to have the application granted stated that he did so in order to wind up the affairs of the deceased gentleman, though he was not a member of the family.

* * * * *

The Act for the remodelling of the Ecclesiastical Courts and the establishment of the Court of Probate has enabled many persons who discharged the duties of proctors to obtain admission into the profession, to whom your Council would have felt it their duty to object, had they been in a position to do so; but, from the sweeping character of the enactment on the subject, your council were not empowered to interfere further than respectfully to lay before the Lord Chancellor the necessity for seeing that the requirements of the Act in relation to the admission of proctors into our profession should be strictly and technically complied with, and suggesting that the parties admitted should be obliged to take the solicitor's oath on their admission.

Your Council, also, through their secretary, applied for and obtained from the Registrars of the several dioceses a return of the persons practising as proctors in their respective courts at the time of the passing of the Act in question, so as to be enabled to hold a check over improper applications for admission to our profession.

* * * * *

Before closing their Report, your Council deem it right to mention, that, on behalf of themselves and the society at large, they presented an address of respectful congratulation to the Right Hon. Joseph Napier, on his elevation to the office of Lord High Chancellor of Ireland, as his Lordship had frequently been counsel for the society, and while in Parliament had on many occasions exerted himself in forwarding measures of importance to the profession; and from the deep interest which his Lordship has at all times taken in the subject of legal education, your Council feel assured that the exertions now making by your society to have the advantage of such an education extended to our branch of the legal profession, will meet with every attention and consideration from his Lordship, and such as his exalted position may now enable him to promote successfully. To that address your Council received a very gratifying reply, in which his Lordship was pleased to express his strong conviction, that, for the true efficiency and influence of the honourable profession of attorney and solicitor, a sound and liberal education is essentially required.

TRANSACTIONS OF THE LATE JOHN SADLIER.

Landed Estates Court. In Re Burmester and Others.

In this important case objections had been filed to the

* The General Law of Judgments in Ireland was stated in No. 89 of the *Solicitors' Journal*, vol. 2, p. 908; for the alterations effected by the Act of the last session, above referred to, vide No. 90, vol. 2, p. 927.

schedule of incumbrances, by the official manager of the Tipperary Bank, claiming a sum of about £100,000, the proceeds of the sale of certain estates of the late John Sadlier, M.P., solicitor, and a Lord of the Treasury. The fund was by the schedule reported as payable to the London and County Bank, by virtue of duly registered mortgages held by them; and the counter-claim put forward by the Tipperary Bank was based upon a prior *unregistered* agreement, of which, it was alleged, two directors and the manager of the London and County Bank had notice. The case was elaborately argued last term before Judge Longfield; and on Monday last he delivered his judgment, giving the fund to the London and County Bank. The following passages extracted from the judgment will explain the nature of the points at issue:—

This case is a contest for priority between the London and County Joint Stock Bank on one side, and the Tipperary Joint Stock Bank on the other side, both banks being undoubted creditors of the late John Sadleir, and incumbrancers on his estate. The claim of the Tipperary Bank rests upon a certain equitable memorandum or agreement bearing date the 15th of March, 1855, which has not been duly registered. The London Bank rests its case upon a deed (one of twenty-one executed on the same day), by which the legal estate was conveyed to J. W. Burmester, Farmery John Law, and James Sadleir. This deed was duly registered, but no trusts were declared by it. There was, however, it is alleged, a contemporaneous declaration by the grantees of a trust to sell for the purpose of paying the large debt which was then due by John Sadleir to the London and County Bank, as well as a considerable advance which was then about to be made to him.

* * * * * * *

The form of the memorandum of the 15th March was an agreement by John Sadleir, in consideration of advances made and to be made by the Tipperary Bank, to give James Sadleir and Robert Keating full power to sell the lands mentioned in the schedule annexed thereto, and in the meantime to receive the rents and profits to pay the sums due to the bank, with the usual agreement for further assurance. It was a good, equitable mortgage, of which James Sadleir and Robert Keating were the trustees. This document was not registered.

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However, notwithstanding the assistance which he received on this occasion from the Tipperary Bank, he soon fell again into difficulties, from which the Tipperary Bank, itself being in a similar state of embarrassment, was unable to relieve him; and James Sadleir went to London in order to procure a large advance from the London and County Bank to John Sadleir. Accordingly, he had an interview with a committee of the directors, to whom he professed to give an account of the state of John Sadleir's affairs, and of the security which he proposed to offer, not only for the large sums which were already due, but also for the further loan of £90,000, which was required to meet his pressing engagements. This took place in the last week of July, 1855, and the proposal then made was substantially, although not in form, accepted. Mr. Wilkinson, the solicitor of the London and County Bank, was directed to make a report to the board of the securities offered on behalf of John Sadleir; and the view which he took of his instructions, and of his duty as solicitor, was to prepare a report simply describing the securities according to James Sadleir's statement of their nature and value, without any comment, even when that statement was palpably erroneous. The report was adopted; and never, perhaps, was a transaction of such magnitude negotiated and completed with such a cursory and negligent examination of the securities. Accordingly, twenty deeds are executed on the 2nd of August, assigning his Irish estates in form to J. W. Burmester, F. J. Law, and James Sadleir. Those deeds were duly registered. They were mere assignments of the properties to the grantees. The trust was not declared in the body of the deeds, but they were undoubtedly executed to secure the debt due to the London and County Bank, and a valid declaration of trust was subsequently executed. The London and County Bank claim priority by virtue of those deeds over the equitable mortgage of the 15th of March, on the grounds of their having been duly registered, and of their passing the legal estate, and of their having been accompanied by the possession of the title deeds, and of the alleged fraudulent concealment of the equitable mortgage; and on an examination of all the evidence and documents in this case, I am of opinion that they are entitled to the priority which they claim. Their case is a very simple one, and it rests upon their opponents to displace it. They claim under the first registered deed, and they are entitled to priority (unless actual notice can be proved against them) over any unregistered contract. The word fraud has been frequently used in the argument, but unless there was notice I do not understand how there can have been any fraud relevant to the matter in issue. On this point of notice, the solicitors for the London bank, the secretary, the accountant or manager, and all the directors, who have been examined, deny notice; they are submitted to a rigorous cross-examination, and not a single fact is elicited which would suggest the belief that any one of them had notice (or even a suspicion, although that would not be material) that John Sadleir had given the memorandum of the 15th of March, or any other charge on his real estate, to the Tipperary Bank.

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On the whole, I must consider the charges of actual notice and actual fraud in the body of directors as being effectually disproved; and it remains only to consider the legal effect of that actual knowledge which really did exist in certain individuals. Three persons engaged in the transaction certainly had knowledge of the existence of the agreement of the 15th of March, 1855, namely, John Sadleir, the Chairman of the London and County Bank, Robert Keating, one of the directors, and James Sadleir, the Manager of the Tipperary Bank, and one of the trustees of the deeds of the 1st August, 1855. Even if it could be contended, with respect to ordinary cases, that notice to the chairman was notice to the bank, still there could be no room for such an inference in this case. John Sadleir was not acting as an agent of the bank on this occasion, nor were the directors reposing any confidence in him. They were holding him at arm's length, so much so that they would not accept his statement of his assets, except on the guarantee of his brother James. The notice to Robert Keating is not liable to the same observation, but I consider his notice immaterial. His knowledge was knowledge of a document which it was the intention of all the parties to it from the beginning to keep secret. The memorandum of March was not a document accidentally left without registration. It was left unregistered, in contradiction of the policy of the Registry Acts, for the purpose of keeping that secret which the Legislature intended to be disclosed. It would be contrary to every principle of justice to extend any presumption of notice to such a case. In order to judge of the effect of the notice to James Sadleir, it is necessary to consider the reason upon which it has been held that notice of a prior unregistered instrument prevents (in equity) a party taking under a subsequent instrument, duly registered, from availing himself of the priority given to him by the terms of the Registry Act. The first instrument is binding, in moral equity, on the grantor. It is a fraud on his part to execute a second instrument in violation of it, and the second grantee taking, with knowledge of that fraud, becomes a participator in it, and cannot rely upon a deed which he knew to be fraudulent at the time when he became a party to it. Notice to the agent in the transaction is notice to the party himself, who has put the agent in his place for the purpose of managing the transaction. If this were not the rule, a purchaser might always avoid notice merely by employing an agent to do his business. But it is difficult to apply such an argument to the case of knowledge possessed by a mere trustee—one John Doe or Richard Roe—to whom the parties, for some purpose connected with the rules of conveyancing, find it convenient to give the legal estate. It frequently happens that the legal estate (as in the case of merely equitable mortgage) remains in the mortgagor, who thereby becomes a trustee for the mortgagee; but it never has been contended that his knowledge of a prior unregistered equitable mortgage executed by himself would have the effect of setting it up against the subsequent equitable instrument duly registered; and if he presented a petition for sale, the Court would distribute the proceeds according to the Registry Acts, without considering what equities personally affected the mortgagor himself. But this case rests upon still stronger grounds. James Sadleir was not so much a trustee for the London and County as for the Tipperary Bank. That bank was intended to have an interest in the deeds of the 1st Aug., as it was expected to guarantee the payment of the debt due by John Sadleir. It was right, therefore, that the Tipperary Bank should be consulted on the nomination of the trustees, who were to carry out the sales; and this was fairly done by appointing James Sadleir, the manager and director of the Tipperary Bank, to be one of the trustees on the part of the Tipperary Bank, in addition to two trustees appointed on behalf of the London and County Bank. This is confirmed by the subsequent conduct of the parties.

Early in August, after the execution of the deeds of the 1st of August, the London and County Bank sends Mr. Stephens, one of their solicitors, to Ireland, to make further inquiries respecting the properties, and to register the deeds. He applies to Mr. Kennedy, the solicitor for the Tipperary Bank, for information and for assistance in registering the deeds. Mr. Kennedy did not disclose the memorandum of the 15th of March, which he thought was abandoned, and which he knew was to be kept a secret; but he does inform Mr. Stephens that Mr. Eyre held securities affecting some of the estates; Mr. Stephens then wrote to his clients in London, and accordingly part of the money about to be lent was stopped until those securities were released. Mr. Kennedy also gave some advice and assistance in registering the deeds, and it is contended that this made Mr. Kennedy the solicitor and agent of the London and County Bank, for the purpose of fixing them with the notice which he possessed of the agreement of the 15th of March. It would, I conceive, be inequitable, and contrary to the principles upon which notice to the agent is held to be notice to the principal, to hold that the purchaser (who employs an agent who really does the work) is to be affected by notice given to a person who is employed only for some specific purpose, and who is under no obligation to communicate the knowledge which he possesses. The evidence, however, on the part of the London Bank directors completely disproves all participation on their part in this fraud. It would, indeed, have been a fraud without an object. It would have been engaging in a conspiracy to rob themselves. It is too much to call upon the Court, in opposition to the testimony of many witnesses, to believe that the directors of the London and County Bank were aware of the fraud of James Sadleir, which he could so readily have concealed, and which he had no interest in disclosing. I feel bound, therefore, to overrule the objections of the official manager. Rule—Overrule the objections to the schedule filed by the Official Manager of the Tipperary Bank, and let the petitioners have their costs in the matter.

For the London and County Bank, *Lawson*, Q. C., and *Sullivan*, Q. C. Solicitors, *Hallowes & Co.* In London, Messrs. *Wilkinson, Stevens, & Co.*

For the Official Manager of the Tipperary Bank, Serjt. *Deasy* and Mr. *Lawless*. Solicitor, *J. D. Meldon*

Concentration of the Law Courts and Offices.

[The Incorporated Law Society have lately issued a pamphlet on this subject, of which the earlier part appeared in our Journal of last week. We now publish the remaining portion, which clearly explains the nature of the funds existing in the Court of Chancery, and proposed to be applied in building New Courts and Offices.]

We proceed to answer the second question, How is the money to be provided?

There are under the control of the Court of Chancery three funds standing to three separate accounts: 1. "Account of moneys placed out for the benefit and better security of the suitors of the High Court of Chancery;" 2. "Account of moneys purchased with surplus interest arising from securities carried to the account of moneys placed out for the benefit and better security of the suitors of the High Court of Chancery;" and 3. "Account of moneys placed out to provide for the officers of the High Court of Chancery."

The first fund (which, in fact, can alone be properly called the Suitors' Fund) consisted, on the 1st of October, 1853, of 2,590,928*l.* 18*s.* 6*d.* stock, which cost £2,252,464 cash, the average price being within a trifle of 87 per cent., and has arisen from investments of sums constituting part of the suitors' cash paid into court, and not ordered to be invested. The claim of

suitors against this fund would be in respect only of their cash paid in. If every suitor claimed his money, and if the funds were not below 87, there would be assets more than enough to meet all the claims. If the funds are worth more than 87, the surplus profit can never be claimed; the suitors' right being to the cash paid in, without reference to the investment.

The investments have, in fact, been made under special Acts of Parliament previously to 1838, and since then by special orders of the Lord Chancellor, made under the Act 1 & 2 Vict. c. 54, s. 1. As between the Court and the suitors, the latter paid in the cash, but did not obtain an order to invest, and they can only claim the sums they paid in. As the balance of cash in the Bank became too large, investments were from time to time made, not of any particular sum belonging to any particular suitor, but out of the aggregate amount, in the same way as a banker invests, for his own benefit, part of the cash deposited in his hands by his customers. Each individual suitor can only claim the cash he paid in, in the same way as a depositor in a bank can only take out the amount he deposited, without reference to the mode in which the bank may have used the money, or the profit the banker may have made from it.

The only claim, therefore, the suitors can make against this fund, is in respect of the sums deposited by them; and as the price of stock purchased averaged, say, 87 per cent. it is obvious that, even if every suitor claimed every farthing of his money, the fund would answer all demands while the funds are at, or above, 87. At the present price of the funds there would be a large surplus, which no one could claim.

It is not, in fact, possible that the persons entitled to every fraction of the suitors' fund can be found. It is not likely the Funds will be permanently below 87; and we desire to repeat, that, unless both these events shall concur, the whole fund can *never* be required.

On the income of this fund No. 1 are charged large annual sums for compensation and pensions, and for masters' salaries, which are of course terminable as the parties entitled die off; and the surplus income of this fund No. 1 has been, and is now, dealt with as hereinafter mentioned

The second fund we will call the Profit Fund. It has arisen from the investment and accumulation of the income of fund No. 1, before this income was (by the Act of Parliament of 15 & 16 Vict. c. 87, s. 53) added to the suitors' and fee fund. As no suitor could claim *the income* of fund No. 1, it has been invested from time to time, and carried to the profit fund, and the sum so invested amounts, with accumulations, to £1,291,629 Consols. As between the suitors and the Court, the only possible claim the former would have on this, would arise in case the fund No. 1 should prove insufficient to pay them the cash it represents—in other words, if every suitor should claim his cash, if there should be no corresponding cash paid in to meet it, and if the funds should be sold under 87; a state of things obviously impossible. Even if any claim could possibly arise, it would only be to make good any deficiency, and supposing even this were 10 per cent. (that is, if all the fund were claimed, and the funds were at 77), the deficiency would be only £225,246. In fact, it may fairly be said, that no suitor has really any probable claim to one farthing of the capital of this second fund, which can in no sense be called a Suitors' Fund.

The income of both funds is at present applied in meeting the expenses of the Courts and Officers, and upwards of £42,000 is paid in pensions and annual compensations, which are of course terminable, and there is still a considerable yearly surplus carried to the Suitors' Fee Fund account.

The pensions and compensation allowances alone (exclusive of the Masters' salaries, which are also terminable, &c.), payable out of the two funds, amount to about £52,000 per annum; which represents a capital, in 3*l.* per cent. stock, of £1,856,600. If therefore Government would take on themselves the payment of one-third of these terminable pensions, or £18,666 per annum, they would release a capital sum of £622,200 stock. All the objects now provided for by the present income would still be answered, and there would remain upwards of £669,000 for the security of the suitors, in case of any claim on their part—which, in fact, can never arise. The Government would have to pay £18,666 per annum terminable as the lives on which the pensions depend drop in; which is no very great sum compared with the object in view, and is nothing like the annual payment they now make in the shape of rent for hired buildings.

But there is yet another fund, which we will call No. 3. It was commenced in 1833, when fees in Chancery ceased to be received by the officers of the Court, and salaries were substituted. This fund No. 3, consisting of £201,028 stock, and standing to an account intitled "Account of Moneys placed out to provide for the Officers of the High Court of Chancery," has arisen from surplus fees, paid by the suitors, beyond the amount required to meet the substituted salaries. As the amount to be realised by the fees was conjectural at first, it was thought prudent to provide an indemnity fund against the possible case of the fees not continuing sufficient to meet the salaries. All fear of this kind has long since passed away; further additions to it have, in consequence, been stopped; and the fund has now no purpose to answer. The income, not being wanted, is paid over yearly to the Suitors' Fee Fund. This third fund also in no sense belongs to the suitors, and the capital is in no way wanted.

At first, people are naturally startled with the notion of touching "suitors'" funds. They fancy it means the taking of money belonging to some persons who would be robbed to that extent. It is hoped that what has been said will show that two out of the three funds are not, in fact, funds of the Chancery suitors, and that sufficient money may be found for erecting new Courts without appropriating one farthing that any suitor can ever claim; and it may be fairly asked how the surplus cash of the Court of Chancery can be more legitimately applied than in providing suitable accommodation for future suitors.

But, in fact, if precedents for such an application are insisted on, they are not wanting.

The Suitors' Fund was instituted by the Act of 12 Geo. 2, c. 24 (A.D. 1739). This Act, as well as the three subsequent Acts of 4 Geo. 3, c. 32; 5 Geo. 3, c. 28; and 9 Geo. 3, c. 19, directed, that out of the unemployed cash in the Bank belonging to the suitors, four several sums, not exceeding together £140,000, should be invested on the Suitors' Cash Fund Account (i. e. Fund No. 1), and out of the interest the salaries of certain officers of the court should be paid, amounting together to £3800; and, as the interest amounted to £4697 10*s.*, there was an annual surplus of £897 10*s.*, which was invested on the account before termed "The Profit Fund," (Fund No. 2), and this surplus interest, with the accumulation of interest, amounted in 1774 to £10,200 Bank Annuities, and £14 7*s.* 2*d.* cash.

We then come to an Act of 14 Geo. 3, c. 43, passed in 1774, and printed among the Private Acts, which for the present purpose is of some importance; whereby, after reciting that the Six Clerks' office had become very ruinous, and the offices of the Registrar and the Accountant-General were from their situation and condition in great hazard of being destroyed by fire, and that the surplus interest arising from the moneys (part of the suitors' unemployed cash) invested pursuant to the aforesaid Acts, then [remaining on the Profit Fund Account, i. e. fund No. 2] amounted to £10,200 Bank Annuities and £14 7*s.* 2*d.* cash, "which annuities and cash are unappropriated, and that it will be no injury to the suitors of the said court if the same, and also the surplus interest which shall arise from the said annuities, and from the securities purchased pursuant to the several Acts before mentioned, shall be employed towards raising a fund for rebuilding and erecting the said several offices, and in purchasing such ground as may be necessary for such purposes; and if a sum of money not exceeding £50,000, part of the money [belonging to the suitors of the court] lying dead and unemployed [in the Bank of England], shall be placed out at interest on Government or Parliamentary securities, and the interest thereof, or so much as shall be necessary, applied for the same purposes, it was enacted, that out of the suitors' unemployed cash a sum, not exceeding £50,000, should be invested, and out of the interest arising therefrom, and out of the said £10,200 Bank Annuities and £14 7*s.* 2*d.* cash, such sums should be paid as the Lord Chancellor should in his discretion deem necessary, and be applied under the direction of the Court in defraying the expenses attending the obtaining that Act, and then in rebuilding the Six Clerks' office, with the offices belonging thereto, and in purchasing ground and houses for that purpose, and the sum of £10,000 in erecting proper and convenient offices for the Registrar and Accountant-General of the said court, and in purchasing such ground and houses as should be necessary for that purpose."

In 1791, by the Act of 32 Geo. 3, c. 42, £300,000, part of the suitors' unemployed cash, was authorised to be invested, and out of the interest a sum not exceeding £30,000 was directed to be applied in completing and building the present Masters' offices in Southampton-buildings.

In 1810, by the Act of 50 Geo. 3, c. 164, £250,000, further part of the suitors' unemployed cash, was directed to be invested, and out of the interest a sum not exceeding £12,000 was to be applied in erecting the present Examiners' and the other Chancery offices in the Rolls-yard.

Having thus shown the mode in which the Profit Fund has been from time to time appropriated, we submit (to repeat the language of the Act of 14 Geo. 3, c. 43, authorising the application of the whole of the then accumulation fund in erecting the Six Clerks', Registrars', and Accountant-General's offices) that "it will be no injury to the suitors of the court if a portion of the present accumulation fund shall be employed towards raising a fund for rebuilding and erecting the required courts and offices of justice, and in purchasing such ground as may be necessary for that purpose."

In the evidence of P. W. Rogers before the Committee on Fees (Report, 8th March, 1848, No. 158, p. 86) will be found a more detailed statement respecting the Suitors' Fund.

	£	s.	d.	£	s.	d.
It appears by the Accountant-General's last Annual Return, that the income of the Suitors' Fund, Nos. 1 & 2, for the year ending 1st Oct., 1857 (consisting of the dividends of stock), amounted to				116,943	7	6
And that the payments thereout were as follows, viz.—						
Compensations	30,384	0	4			
Salaries	14,721	0	0			
Retiring pensions	9,196	5	5			
Other payments	4,415	7	6			
Making together				58,716	13	3
Leaving a surplus of				58,226	14	3
Add balance on 1st October, 1856				23,913	7	4
				82,140	1	7
Deduct amount carried over to the Suitors' Fee Fund as directed by Act of 15 & 16 Vict. c. 87, s. 53				59,041	16	4
Balance on account on 1st Oct., 1857				23,098	5	3
The income of the Suitors' Fee Fund, as appears by the same return, consisted of—						
1. Balance on the account on 25th Nov., 1856	62,256	13	8			
2. Amount brought from Suitors' Fund, Nos. 1 & 2	59,041	16	4			
3. Interest of 201,028*l.* 2*s.* 3*d.* stock, purchased with surplus fees, No. 3	5,741	17	3			
4. Fees levied on the suitors	101,561	18	8			
				228,602	5	11
And the expenditure was—						
Compensations	46,874	2	7			
Salaries	101,362	18	3			
Other payments	11,674	19	10			
				159,912	0	8
Balance on the account on 25th Nov., 1857				68,690	5	3

It is hoped that the foregoing statement has shown that the Profit Fund, amounting to £1,291,629 Consols, and the Indemnity Fund, amounting to £201,028 Consols, are available funds on which the suitors can have no claim. That the only possible chance of a claim against the former would be, if every suitor entitled to the money paid in were found, and if the stock should be below 87 when sold; and that as regards the Indemnity Fund, the purposes for which it was commenced have ceased. If, therefore, Parliament will give a guarantee against any claim on the above funds (a guarantee which will never cost a farthing), the two funds, amounting together to £1,492,657 Consols, may be safely taken; and in return for this indemnity, which can cost nothing, there will be an immediate saving of the annual rents now paid for offices (say £50,000 per annum). And in a course of no long time, annual sums for compensation, &c., now paid out of the income of the surplus fund, amounting to £52,000, will cease.

There is another mode of raising the funds for the above purpose.

The interest of the stock, both on the suitors' cash fund account and the profit fund account (i. e. Funds Nos. 1 & 2) is now* applicable to the payment of the salaries and compensations of the officers of the Court of Chancery; and it appears, from an analysis of the last annual return of the Accountant-General of the Court of Chancery to 1st October, 1857, that the compensations payable to the officers of the court, including the salaries of the Masters and their clerks, which under the Masters' Abolition Act will cease on their deaths, amount to, in round numbers, £80,000 per annum; and as these are now diminishing to the extent of about £2000 per annum, it follows that at the expiration of twenty years, £40,000 per annum thereof will cease to be payable. Assuming that £40,000 is, in round numbers, the interest of the before-mentioned 1,291,629*l.* 5*s.* 6*d.* stock on the Profit Fund account, Fund No. 2, we find, on reference to the schedule to the Succession Duty Act, that an annuity of £40,000 per annum, diminishing annually £2000, is of the value of £320,669 cash, or £352,735 Consols at 90*l.* If therefore, £352,735 of the above £1,291,629 5*s.* 6*d* stock were authorised to be laid out in the purchase of an annuity of £40,000 per annum, diminishing £2000 per annum, and terminating in twenty years, and a guarantee given by Parliament, by inserting in the Act authorising the erection of the courts a clause (similar to the 2nd section of 4 & 5 Will. 4, c. 68, or the 4th section of 11 & 12 Vict. c. 77), that if the securities on either the suitors' cash fund or the accumulation fund should be insufficient to answer the demands thereon, the sum taken for the purpose of erecting the new courts, or so much thereof as might be required, should be made good by Parliament,* it would leave 938,894*l.* 5*s.* 6*d.* stock, which might, without injury to the suitors, be applied in the purchase of the site and the erection of the new courts of justice. As an equivalent to the suitors for such an application of a portion of their funds, the Government should assume the payment of the rest of the compensations, and the salaries of the Masters and their clerks, whereby the suitors would be relieved for the next twenty years to the extent of £40,000 per annum, and for the following twenty years to the extent of £40,000 at the commencement, but subsequently diminishing annually £2000, so that the fees now levied on the suitors might, on the Government assuming that payment, be diminished to the extent of £40,000 per annum, being one-half of the fees imposed on the suitors of the Court of Chancery by the new General Order of 30th January, 1857.

We believe the best step towards effecting the object in view is the appointment of a committee of the House of Commons on the courts of law and equity, to whom should be referred the evidence taken in 1842 and 1845; and after obtaining evidence of the present state of the Suitors' Fund, and of the correctness of the rough estimate of the site and buildings, amply sufficient materials will exist for making a report on the subject.

NOTE.—There is a somewhat curious circumstance connected with the above funds. The income tax is deducted from the compensations, salaries, and pensions charged on the suitors' fund *before they are paid*, pursuant to the Act of 9 & 10 Vict. c. 81; but the compensations and salaries charged on the Suitors' *Fee* Fund are paid in full, and the income tax is subsequently paid by the recipients. Consequently, as more than one-third of the income of the Suitors' Fee Fund is derived from dividends on stock (from which the income tax has been already deducted), that fund is diminished by the non-deduction of the income tax to the extent of upwards of £2000 a year. This latter sum might be saved to the suitors if the salaries and compensations charged on the Suitors' Fee Fund were directed by an order of the Lord Chancellor to be paid less income tax (as ought to be the case). The amount of income tax payable in respect to such portion of that fund as does not consist of dividends on stock, might be directed to be paid by an order of the Lord Chancellor to the Inland Revenue Commissioners out of the Suitors' Fee Fund. By this means a saving to the suitors would be effected of upwards of £2000 a-year, representing the amount of the income tax on so much of the compensations and salaries as are paid by means of the dividends which have already paid the tax.

Rearrangement of the County Courts.

In last Tuesday's *Gazette*, the Order in Council, dated 13th Nov. (given ante p. 51), is republished with a few alterations. These occur in paragraphs 3, 4, 8, 18, which are reprinted below the corrections being denoted by italics.

The parishes of Corby and Swayfield, now in the district of the County Court of Lincolnshire, holden at BOURN, shall be in the district of the *County* Court of Lincolnshire, holden at GRANTHAM;

The townships of Osleston and Thurvaston and of Sutton-on-the-Hill, now in the district of the County Court of Staffordshire, holden at BURTON, shall be in the district of the County Court of Derbyshire, holden at DERBY;

The parishes of Welcombe and Bradworthy, now in the district of the County Court of Devonshire, holden at BIDEFORD, shall be within the district of the County Court *of Devonshire*, holden at HOLSWORTHY;

The parishes of Bishop Middleham and Trimdon, and the townships of Ferry Hill and Chelton, now in the district of the County Court of Durham, holden at STOCKTON, shall be in the district of the County Court of Durham, holden at DURHAM.

There are also two errors made by the printer in *The Solicitors' Journal*, p. 52, in paragraphs 1 and 22, the corrections of which are pointed out by italics in the subjoined paragraphs.

The parish of Sevenhampton, now in the district of the County Court of Gloucestershire, holden at *Northleach*, shall be in the district of the County Court of Gloucestershire, holden at WINCHCOMB;

The parish of Horsesheath, now in the district of the County Court of Essex, holden at SAFFRON WALDEN, shall be in the district of the County Court of *Suffolk*, holden at HAVERHILL.

Reviews.

The Divorce and Matrimonial Causes Acts; with all the Decisions, New Rules, Orders, and Table of Fees. By THOMAS HUGH MARKHAM, Esq., M.A., Barrister-at-Law. London: Robertson, 30, Chancery-lane.

The Practice of the Court for Divorce and Matrimonial Causes; with an Appendix of New Precedents, drawn in accordance with the Authorised Forms. By GEORGE BROWNE, Esq., Barrister-at-Law, and W. S. SEBRIGHT GREEN, Esq., of Lincoln's-inn, Solicitor. London: Stevens & Norton.

These two little brochures upon the Divorce and Matrimonial

* Since the passing of the Act of 15 & 16 Vict. c. 87, and by the operation of the 53rd section of that Act.

* The former Act authorised the application of the Suitors' Fund in Ireland in erecting the present Four Courts in Dublin, and the latter Act authorised the application of a sum not exceeding £31,300 out of the unclaimed funds in the Court of Insolvent Debtors, in enlarging the Insolvent Court in Lincoln's-inn-fields.

Causes Acts are published, we suppose, with a view of assisting those who may have to practise in the new Divorce Courts. They are two unpretending little books—not very profound, and not professing much. Mr. Markham's is what may be called an edition of the Acts, and to each section has been appended a short account of the cases (if any) which have been decided upon it. Mr. Browne and Mr. Green have adopted a different plan; not troubling themselves about decided cases (they have referred to two only), by their joint labours they have given a sort of synopsis of the Acts in less than twelve pages—then follow the Acts themselves, with the Rules, Orders, and Forms, and an appendix of new precedents, "many of which," they tell us, "are taken almost verbatim from forms which have been used in cases already before the Court." The new precedents altogether are only ten, and it is not, perhaps, very important to inquire how many of them have been made use of in practice, and have gone through the ordeal of a scrutiny by the opposite side. Neither petitions, nor the answers to them, present any great difficulty, and both may easily be framed upon the model of those issued with the Rules and Orders under the first Act; and, in all probability, the four different forms of petitions added by these gentlemen—two for dissolution of marriage, one for restitution of conjugal rights, and one for damages against the co-respondent, may be followed without danger. The other forms are præcipes for citations, citations in particular cases, and affidavits, all of which seem to us to be perfectly unobjectionable. They give us no new specimen of a form of answer, nor do they say on what principle answers should be drawn, although there has been an express decision on this point which might with advantage be brought to the attention of those not conversant with the system of pleading at law. In *Tourle* v. *Tourle*, to a petition for dissolution of marriage by reason of the wife's adultery, stating that she had committed adultery in 1856, in January and February, 1857, and in January and February, 1858, she pleaded, amongst other things, desertion by her husband without reasonable cause on the 4th September, 1857; and it was held to be badly pleaded, because it was no answer to the adultery alleged to have been committed before that time. There were other answers to those alleged acts of adultery, and the Judge Ordinary said, that in the system of pleading to be introduced in the Court for Divorce and Matrimonial Causes each plea should be taken by itself, and if it contained only an answer to part of the charge, it should be pleaded to that part; and the plea was amended by limiting it to the adultery charged in the petition to have taken place since the 4th September, 1857.

If the claim of these authors to the approbation of the public consisted in the novelty and completeness of their additional precedents, we fear that they would come badly off, and we really do not see that they stand in a much better position if we take into account their preliminary remarks upon divorce and matrimonial causes. They are bald and meagre, and when we look upon them as the joint production of two legal intellects, we are dissatisfied with the result.

We do not, however, find fault with their performance as if there were anything absolutely wrong in the execution. It is rather of the conception of the idea of publishing that we complain. It is nothing uncommon for two gentlemen, or, indeed, a great many more, to apply themselves to the consideration and understanding of a new Act of Parliament, which makes a great change in the law, and we can easily believe that some make notes for their own use, or write a short resumé of the new practice to assist them in remembering it; but why publish? These authors can hardly be vain enough to think that their "Practice" (we did not know whether to call their work a book or a pamphlet, or some other name, and we were obliged to adopt their own term) would be of material assistance to any professional person having to take proceedings under the new Acts. They must know that any practitioner, to make himself master of his business, and to do it with satisfaction to himself and justice to his clients, would have to apply himself to the Acts and work out for himself any question that might arise upon them, and we very much doubt whether this is the book to assist him; nor is it sufficiently full and explanatory to be of much benefit to students or others who might have occasion or be desirous to inform themselves of the new proceedings in divorce and matrimonial causes. We must confess we do not see what there is to have induced these gentlemen to rush so inconsiderately into print.

Mr. Markham's notes of cases decided upon the different sections of the Act are complete, so far as we have been able to ascertain. Considering that the first Act only came into operation at the beginning of this year, these cases do not extend over a very great area. Every now and then, however, he refers to cases in the old Ecclesiastical Court; for instance, under s. 29, relating to connivance and condonation of adultery, he says—"For the learning on the term connivance or collusion refer to *Harris* v. *Harris*, 2 Hagg. Rep. 415, &c."; but still he has not thought the number of cases altogether sufficiently numerous to make a table of them. In point of fact, any one with the least industry would scarcely require the aid of this little book to assist him in working up the Acts. And yet, for all that, it may not be without its use, in shortening, to a small extent, the labour of finding the decisions on the particular clauses. Mr. Markham is evidently not dissatisfied with his own production, and he commits it to the public with such a dignity of style, that we must quote his words. He says in the preface:—

> I have studiously avoided any comments upon the sections: firstly, because I believe that unless comments on Acts of Parliament come from persons of very great legal weight and position, they are seldom read; secondly, because I believe that the profession generally do not like them, but crave after authorities; thirdly, because I adopted the same plan in my recent edition of the Common Law Procedure Acts with success.
>
> And to the favourable consideration of the legal world I now commend this small work.

Whether the book will ever meet with such a favourable reception at the hands of the profession as to repay him for the trouble and expense of publication may be doubtful; but with that we have nothing to do. As the second Act was passed only just before the long vacation, there had been no decisions upon it which could be noted up against its different clauses, but Mr. Markham has referred under each section to the provisions of the first Act which are affected by it.

The Act of 1857 was found in practice to require amendment in several particulars, and perhaps one of the greatest inconveniences that the practitioner had to submit to before the Amendment Act was passed, was the want of any provision appointing persons before whom affidavits might be sworn, and the necessity therefore of swearing every affidavit in open court. This is provided for now by the 12th section of the new Act, which enables registrars, surrogates, and commissioners for taking oaths in Chancery, as well as all persons entitled to administer oaths under the Probates and Letters of Administration Act, to administer oaths under the Divorce Act. An amendment in a different direction was made by repealing certain provisions which were found to be impracticable—viz. those giving power to judges of assize to entertain petitions for restitution of conjugal rights or judicial separation. We are not aware that these provisions were ever acted on during the two circuits that they were in force. The tribunal certainly was not the best one imaginable to decide intricate questions, such as frequently arise on the suit for restitution of conjugal rights, and we are glad to see the jurisdiction of judges of assize over them taken away. Another alteration is due to the case of *Robinson* v. *Robinson & Lane*, in which a petition for dissolution of marriage had been presented on the ground of the adultery of the wife. The principal evidence of the adultery were entries made by the wife in her diary of adulterous intercourse with the co-respondent, and although witnesses were called to corroborate those entries, they only confirmed them on some minor details without supporting the main charge. As these statements contained in the diary were not evidence against the co-respondent, the case against him failed, and the counsel for the wife then applied to have him dismissed from the suit with a view of calling him as a witness on her behalf to disprove the alleged adultery, and show that these entries in the diary were mere hallucinations of the wife, who was subject to a certain disease which sometimes produced such hallucinations; but the Court had doubts about its power to dismiss a co-respondent from the suit, and after taking time to consider the question, they came to the conclusion (*Wightman*, J., entertaining a different opinion) that the Act, having expressly provided that the petitioner should make the alleged adulterer a co-respondent to the petition, if not excused on special grounds, he was a necessary party to the suit not only in its inception but throughout its continuance till final sentence should be pronounced, unless the petitioner applied to dismiss him; that this was an imperative rule laid down by the Act of Parliament under which they derived their jurisdiction, and that they could not proceed in defiance of it; but they adjourned the consideration of the case till after the passing of the Amendment Act, by the 11th section of which power is given to the Court in all cases then pending, or thereafter to be commenced, to direct a co-respondent or respondent, against whom they should think there was not sufficient evidence, to be dismissed from the suit. Other alterations were made, not very important or very numerous, and such as they are, any one,

by a reference to the statute, will readily discover them, and probably as well without the assistance of these treatises as with them.

Forms of Practical Proceedings in the Chambers of the Master of the Rolls and the Vice-Chancellors. By EDWARD COX. Second edition. London: E. Cox, 102, Chancery-lane.

The machinery introduced by the Acts and Orders of 1852, for enabling the equity judges to work out their own decrees, had the effect of superseding almost all the time-honoured forms which had been so long in use under the system of the Masters' Offices. States of facts, charges, and discharges, were expressly forbidden to be henceforth used, and even the simple warrant had to give place to a summons imported from the practice at law.

The new method of procedure has been six years in operation, and an enormous amount of business is now transacted at chambers. One result of the present system is, to demand from the practitioner a much greater amount of skill and professional knowledge than sufficed in the good old times. In a vast number of cases in which jurisdiction is exercised at chambers, he can no longer resort, at his client's expense, to counsel for the preparation of the necessary document or the advocacy of his client's case. He is expected to frame his summons and support the application without such extraneous aid, and some idea may be formed of the extent of business of this kind from the fact that upwards of 16,000 summonses were issued during the past year.

The advantage to the practitioner of a good book of precedents is very great. Such a work enables him readily to shape, in a proper manner, the document he has to prepare. The time of all parties concerned is not needlessly wasted; the pocket of his client is saved the expense of an abortive, or imperfect, proceeding; and his own reputation as a man of business is advanced.

The book before us has, we learn from the preface, passed through a rapid sale of one edition, and it now makes its appearance in a new and much improved shape. The work has been entirely remodelled—upwards of 200 forms have been added, so that the collection numbers now about 500; and, by means of a well-arranged table of contents, and index, the practitioner is easily able to find any form he may require.

The plan pursued has been to distribute the work into parts and chapters, and to arrange the forms in each chapter in the order in which they are usually called into use in actual practice. The idea seems to have been borrowed from the well-known "Companion to Chitty's Archbold;" and this method is evidently much more convenient than the usual one of classing the forms according to their generic titles. In the chapter on "Sales by the Court," for example, which fills forty-two pages of the book, almost every form which the practitioner is likely to want in conducting a sale or in purchasing under a decree of the Court will be found in consecutive series, from the order to sell to the conveyance to the purchaser.

Another valuable feature in the book is the references, which are now for the first time added, to the pages of every popular work on Chancery practice bearing in any way on the various forms. The practitioner is by this means enabled to note up in his favourite treatise on the practice a reference to where the appropriate form may be found, and where one book may fail to afford him the exact information he requires he is able readily to consult some other on the point.

The regulations made by the judges in August, 1857, for the conduct of chamber business, are set out verbatim in the notes; and in the part which treats of the proceedings under particular statutes there is a full collection of forms under Lord Cranworth's Settled Estates Act, and the Act introduced by Mr. Malins for enabling infants to make binding settlements on marriage—two Acts, we believe, which are now largely resorted to.

Mr. Cox deserves great credit for the completeness with which he has executed his undertaking, and we believe that practitioners will cordially testify to its utility.

Law Amendment Society.

A meeting of this Society was held on Monday, the 29th ult., Lord BROUGHAM in the chair.

His LORDSHIP said, that he had called the attention of the Society to the state of the law with respect to obtaining money under false pretences. He referred to cases where, for example, a retail dealer gave to the purchaser of a pound of sugar 14 ounces instead of 16 ounces, adding thereto 2 ounces of gypsum, or even flour. A case similar to that had been held by two or three of the learned judges to be within the False Pretences Act; but the contrary had been upheld by the great majority of the judges.

Mr. HASTINGS moved that the subject be referred to the committee on criminal law which was agreed to.

Mr. W. S. COOKSON called the attention of the Society to the inconvenience arising from the distance between the courts of law and equity, and moved for a special committee to consider and report upon the expediency of concentrating them in one place.

The motion was agreed to.

Mr. HASTINGS read the following report on the jury system:—

"The special committee appointed at the last meeting have met and considered at considerable length the subject referred to them. As to juries in criminal cases, it was the opinion of the committee that the rule which requires their unanimous verdict ought not to be altered, the rule being founded on the principle that before any man is convicted of crime such evidence should be adduced as will satisfy the minds of twelve jurors. Whether the same rule ought to continue to be observed in civil cases is a question on which a wide difference of opinion prevailed in the committee. On the one hand it was contended, that the principle which requires unanimity from a jury is so valuable that it ought not to be infringed in any way or on any consideration; and that the proposed alteration would give greater power to the judges, and would lead in the long run to more injustice to individuals than the present system. On the other side it was argued, that, in point of fact, unanimity is now seldom or never attained, the verdict of the jury being the result of a compromise between two or more parties among the jurors; that the verdict in a civil case is generally not on a single definite issue, like that of 'Guilty' or 'Not guilty,' at a criminal trial, but on questions which admit of considerable difference of opinion, and sometimes on points concerning which few men in all probability could be found absolutely to agree; that to compel an unanimous verdict on such questions is to waste time, to force conscience, and often to leave to endurance or chance that which cool judgment ought to decide; and that a relaxation of the present rule, so as to allow a considerable proportion (say ten) of the jury to return a verdict in spite of the opposition of one or two wrong-headed or incompetent men, would preclude injustice, and often stay further litigation, without endangering the principle of English law. It was also urged that placing on record the opinions of the minority of a jury would, in case of that minority being right, greatly assist the injured party on an application for a new trial. On these arguments the opinion of the committee was so equally divided that they resolved not to propose any resolution, or to report any definite opinion to the Society, but to leave in the hands of the Society this important question."

Mr. Serjeant WOOLRYCH moved that it was not desirable to change the law which required the unanimity of juries in civil and criminal cases.

Mr. T. WEBSTER thought some means might be devised whereby, if there was no prospect of the jurymen agreeing, they might be allowed to state their opinion on certain facts which might be recorded. This would afford ground to the judges for considering what further might be done in the matter. He proposed an amendment, that the rule requiring unanimity in civil cases be dispensed with.

Mr. MONK, Q.C., supported the motion of Mr. WOOLRYCH, because his experience told him that a juror of strong will and some intelligence might often bring a majority to take his view in opposition to that of a brother juryman of less strong will, but perhaps more intelligence.

Mr. LAWRANCE supported the original motion. He had a long experience of the special juries of London, and no better tribunal ever existed.

The discussion was adjourned.

Juridical Society.

On the 7th inst. this society met at St. Martin's-place, Trafalgar-square; Mr. CHARLES CLERK in the chair.

Mr. A. P. WHATELEY read a paper upon the "Law of Mortmain." After a review of the circumstances which led to the enactment of the 9th of Geo. 2, c. 36, known as the Mortmain Act, he condemned the measure because it had its inception in narrow-minded prejudices. It was also faulty in a judicial point of view, for in its administration the judges interpreted what were charitable bequests according to the statute

of Elizabeth regulating charitable uses, and where the bequest savoured of realty they were in the habit of disallowing the legacy. Thus were men of honour placed in the dilemma of either ignoring the wishes of the testator, or of violating the law. But although the testator could not by will alienate his real property to charitable purposes, he might do so by indenture, and so defeat the object which the Act had in view. Under these circumstances he would either fix the limit to which a testator should be allowed to go in devising his property for charitable purposes, and regard all property, whether real or personal, alike, or he would repeal the Mortmain Act.

The CHAIRMAN thought that the object of the Act was, at the time of its enactment, a real necessity, the mode of defeating undue influences not being so well understood then as at present. The policy of the Act was to prevent land, which was the foundation of national credit, becoming inalienable.

Mr. FURNIVAL would not restrict the current of charity. He regarded charitable bequests as an unmixed good.

Mr. JOSEPH NAPIER HIGGINS, instead of thinking charitable bequests to perpetual charities an unmixed good, thought them a positive evil, as not only had such charities a natural tendency to become as corrupt as the monasteries and other ecclesiastical foundations, but they were also destructive of self-reliance and independence. So far from wishing to repeal the Mortmain Act, he would have a law passed to prevent the devise of any property, whether real or personal, to perpetual charities. The greater number of such bequests were founded on whim or superstition.

Mr. LEWIS would maintain the statute as it stood, as it had from the earliest period been the policy of both the Legislature and the courts of law to keep land marketable, and prevent its being rendered inalienable.

After some further discussion, and a reply from Mr. WHATELEY, the thanks of the society were voted to him for his paper, and the proceedings terminated.

Law Union Fire & Life Insurance Company.

The fourth annual general meeting of the proprietors of this company was held at the chief offices, 126, Chancery-lane, on Tuesday, the 30th ult., Sir William Foster, Bart., in the chair.

The secretary read the report of the directors, and the balance-sheet for the year ending 30th September last, from which it appeared that the amount of new business transacted was as follows; namely—In the fire department, 2650 policies, insuring £1,405,393, and yielding premiums to the amount of 1943*l.* 7*s.* 7*d.*; and in the life department, 244 policies, insuring £139,935, and yielding 493*6l.* 9*s.* 6*d.* in annual premiums; showing an increase of 45 per cent. of new business in the fire department, and 35 per cent. of new business in the life department, over the new business of the previous year. It also appeared that the income of the company from all sources, exclusive of duty, and also the sum received for annuities, amounted, on the 30th September, to 23,110*l.* 13*s.* 6*d.*, subject to re-assurances, as shown in the annual balance-sheet.

The investments and balances were as follows; viz.—Loans on mortgages, 36,081*l.* 9*s.* 10*d.*; Government stock, 25,858*l.* 13*s.* 6*d.*; in the building, No. 126, Chancery-lane, 4,515*l.* 13*s.* 6*d.*; purchase of policies of other offices, £300; balance with bankers, agents, and secretary, 4,790*l.* 6*s.* 9*d.*

The CHAIRMAN, in moving the adoption of the report, congratulated the shareholders on the prosperous termination of the fourth year of the company's operations. He said, the company had now an income of upwards of £23,000 per annum, and they had not touched one penny of their capital of £50,000, and after payment of all expenses and every ascertained liability up to the 30th September last, they had a balance of £16,000; and he considered such a result most satisfactory, and almost unprecedented.

Mr. C. SMITH (Coggeshall), seconded the adoption of the directors' report, and said, he was very glad to find that the directors had exercised so much caution in the acceptance of the proposals offered to them. He observed, upon reference to the report, that 82 fire proposals, for insuring £120,120, and 55 life proposals, for insuring £42,663, had been declined by the directors during the year—a strong proof of the care observed by the board in accepting risks.

The report was then adopted unanimously.

Mr. J. BURKITT moved, and Mr. J. ANDERSON ROSE seconded, the payment of a dividend after the rate of 4 per cent. per annum, free of income-tax, upon the paid-up capital of the company, which was carried.

On the motion of Mr. F. WORSLEY, seconded by Mr. E. B. HOOKE, the retiring directors were re-elected.

Mr. F. SCHULTZ moved the re-election of Mr. Isaac Wiseman, the shareholders' auditor; the motion was seconded by Mr. JAMES PARKER, and carried.

On the motion of Mr. ERASMUS WILSON, seconded by Mr. E. B. HOOKE, a vote of thanks to Sir William Foster, Bart., for his able and courteous conduct in the chair, was carried by acclamation.

The meetnig then separated.

Births, Marriages, and Deaths.

BIRTHS.

BURTON—On Dec. 4, at 31 Gloucester-crescent, Hyde-park, Mrs. Edward Frederick Burton, of a daughter.

DAVIS—On Dec. 5, at 23 Bedford-square, the wife of James P. Davis, Esq., of a son.

GILES—On Dec. 7, at Clifton, the wife of John Edward Giles, Esq., of the Inner Temple, Barrister, of a daughter.

HEATH—On Dec. 4, at 12 Houghton-place, Harrington-square, the wife of Samuel Heath, jun., Esq., of a son.

RENDALL—On Dec. 6, at 16 Hanover-villas, Notting-hill, the wife of John Rendall, Esq., of the Inner Temple, Barrister-at-Law, of a son.

SKIPWITH—On Dec. 3, at 16 Marlborough-place, St. John's-wood, the wife of Lionel Skipwith, Esq., of a daughter.

WILLIAMS—On Dec. 4, at 19 Margaret-street, Cavendish-square, Mrs. George H. Williams, of a daughter.

MARRIAGES.

BEST—BEST—On Dec. 7, at St. James's, Westbourne-terrace, by the Rev. Robert Browne, Prebendary of St. Paul's and Wells, W. Maudsley Best, Esq., Barrister-at-Law, to Caroline Georgiana, eldest daughter of the late Thomas Fairfax Best, Esq., formerly of Chilston-park, and of Wierton, Kent.

BURNETT—FULLER—On Dec. 8, at St. Paul's church, Covent-garden, Montgomery Burnett, sixth son of the late James Burnett, Esq., of Barns, Peebleshire, N.B., to Maraval Georgiana, only surviving daughter of the late Henry Fuller, Esq., for many years Attorney-General of the Island of Trinidad.

TAYLOR—SPENCER—On Nov. 30, at St. Matthew's, Lower-road, Islington, by the Rev. E. T. Alder, incumbent, Josiah Taylor, Esq., of Glocester-road, to Julia, youngest daughter of the late Edward Spencer, Esq., Solicitor, of Barnsbury-road, Islington.

WALLIS—SEAGROVE—On Dec. 4, at Kingston Church, by the Rev. W. H. Redknap, W. P. V. Wallis, Esq., Solicitor, Portsmouth, to Eliza Julia, youngest daughter of W. J. Seagrove, Esq., Kingston, Portsmouth.

DEATHS.

AVIS—On Dec. 1, at 45 Holborn, Hannah, the wife of Mr. Henry Avis, of No. 25 Lincoln's-inn-fields, Solicitor, aged 42.

COLLIER—On Dec. 6, at Torquay, in the 29th year of his age, John R. Collier, Esq., A.M., Trin. Coll., Cantab., Barrister-at-Law, Lincoln's-inn, youngest surviving son of Ch. Collier, M.D., Fitzroy-square.

COLVILLE—On Nov. 26, at Campbeltown, Argyllshire, Mr. David Colville, writer, agent of the Clydesdale Bank.

DANIELS—On Dec. 7, at No. 8, Serjeants'-inn, Fleet-street, Mr. William Daniels, in the 43rd year of his age, for many years the faithful clerk to H. Manisty, Esq., Q.C.

HARWOOD—On Dec. 5, Joseph Unwin Harwood, of 10 Clement's-lane, Lombard-street, and 2 Champion-terrace, Denmark-hill, Solicitor, aged 48.

HEATH—On Dec. 4, at 12 Houghton-place, Harrington-square, the infant son of Samuel Heath, jun., Esq.

LAW—On Dec. 6, at Kenilworth House, Cheltenham, of scarlet fever, Emma Ingram, second daughter of George Law, Esq., of that place, and of 10 New-square, Lincoln's-inn.

POLLOCK—On Nov. 29, at the residence of her mother, Drimna Castle, near Dublin, Ellen, widow of the late Joseph Pollock, Esq., formerly Judge of County Courts at Liverpool.

STANDEN—On Oct. 11, at Penang, whither he had gone for the restoration of his health, James Henry Standen, Esq., Barrister-at-Law, Administrator-General of Bombay, eldest son of the late James Montressor Standen, Esq.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

HARDCASTLE, WILLIAM THOMAS AKED, and JOHN BUTTERFIELD, Woolstaplers, Bradford, Yorkshire, £3619 : 18 : 3 Consols.—Claimed by said THOMAS AKED.

BROADWOOD, JOHN JERVIS, Esq., Holme Bush, Crawley, Sussex, £50 Consols.—Claimed by JOHN JERVIS BROADWOOD.

CODNER, MARY HEATH, Widow, Camberwell, and ELIZABETH AMY NANKWELL, Wife of John Hicks Nankwell, Gent., St. Colomb, Cornwall, £29 : 14 : 0 Consols.—Claimed by MARY HEATH CODNER, and ELIZABETH AMY NANKWELL.

HOWARTH, EDWARD, Stationer, St. Mary-axe, £25 Consols.—Claimed by EDWARD HOWARTH.

KEET, SUSANNA, Widow, Hadley, Middlesex, and WILLIAM LAKE, Esq., of Lincoln's-inn, £36 : 4 : 3 Reduced.—Claimed by JOHN WILSON and EDWARD WALKER, executors of William Lake, who was the survivor.

KEET, SUSANNA, Wife of Rev. John Keet, Hatfield, Herts, and WILLIAM LAKE, Gent., Lincoln's-inn, £122 : 4 : 6 Reduced.—Claimed by JOHN WILSON and EDWARD WALKER, executors of William Lake, who was the survivor.

LAMBE, JOHN, Gent., and MARY JANE LAMBE, Spinster, both of Featherstone-buildings, £24 : 3 : 0 Consols.—Claimed by MARY JANE LAMBE, the survivor.

MARTIN, FRANCIS PITNEY BROUNCKER, Esq., Kingston House, Dorset, £3560 Reduced.—Claimed by said FRANCIS PITNEY BROUNCKER MARTIN.

RUCK, WILLIAM, Esq., Mincing-lane, £188 : 15 : 8 Consols.—Claimed by WILLIAM RUCK.

SHEPLEY, MICHAEL, Esq., Devonshire-place, GEORGE SHEPLEY, Esq., Wandsworth, and GEORGINA SHEPLEY, Spinster, Wandsworth, £6202 : 7 : 10 Consols.—Claimed by GEORGINA WILSON, Wife of John Wilson (formerly Georgina Shepley, Spinster), the survivor.

SWADLAND, JANE, Spinster, Compton-terrace, Islington, £10 per annum Long Annuities.—Claimed by JOSEPH PROCTER and JOHN PROCTER, jun., executors.

WRIGHT, CHARLES, a minor, of Blackheath, WILLIAM WRIGHT, Builder, of same place, and SAMUEL SHOVE, Esq., of Greenwich, £91 : 19 : 1 New 3 per Cents.—Claimed by CHARLES WRIGHT, WILLIAM WRIGHT, and SAMUEL SHOVE.

Heirs at Law and Next of Kin.

Advertised for in the London Gazette *and elsewhere during the Week.*

BLACKO, RICHARD, son of Joseph Blackoe, formerly of Claughton, in the parish of Garstang, Lancashire, deceased (who died at Walsall, Staffordshire, in September, 1855). Re The Trusts of Blackoe's Will, at Registrar's Office of County Palatine of Lancaster, 6 Camden-place, Preston. *Last Day for Proof*, January 8.

SMITH, HANNAH, Spinster, Newcastle-upon-Tyne (who died in January, 1858). Chater v. The Attorney-General, V. C. Stuart. *Last Day for Proof*, January 12.

English Funds.

ENGLISH FUNDS.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bank Stock	..	..	226	226	224	..
3 per Cent. Red. Ann.	96⅜ ⅜ ½	96½ ⅜	96⅜ ⅜ ½	96⅜ ⅜ ½	96⅜ ⅜ ½	97⅛ ⅛ 7
3 per Cent. Cons. Ann.	97⅛ 8	98 ⅛	98 7⅛ 8	98⅛ 8	97⅞ 8	98⅛ ⅛ ⅜
New 3 per Cent. Ann.	96⅜ ⅜ ½	96⅜ ½	96⅜ ⅜ ½	96⅜ ⅜ ½	96⅜ ⅜ ½	97 ⅜ ⅛
New 2½ per Cent. Ann.	..	..	..	..	82	..
Long Ann. (exp. Jan. 5, 1860)	..	..	1 3-16	..	1 3-16	..
Do. 30 years (exp. Jan. 5, 1860)	..	..	..	..	..	..
Do. 30 years (exp. Jan. 5, 1880)	..	..	..	..	..	..
Do. 30 years (exp. Apr. 5, 1885)	18½	18½ 3-16	18½	18½	..	..
India Stock	226	..	228	226 8	..	..
India Loan Debentures	99⅜	99⅜ ⅛	99⅛	99⅜	99⅛ ⅜	99⅜ ⅛
India Scrip, Second Issue	..	..	..	..	..	..
India Bonds (£1,000)	14s p	..	..	14s11sp	14s p	14s p
Do. (under £1000)	11s14sp	..	..	14s p	14s p	..
Exch. Bills (£1000) Mar.	..	35s37sp	34sp	34s p	34s p	37s p
Ditto June	..	33s35sp	33s p	..	32s34sp	35s33sp
Exch. Bills (£500) Mar.	..	35s p	..	..	34s33sp	..
Ditto June	36s p	36s p	..	..	32s p	..
Exch. Bills (Small) Mar.	..	34s p	34s p	34s p	33s p	34s p
Ditto June	..	33s36sp	..	..	32s p	..
Do. (Advertised) Mar.	..	..	..	..	..	..
Ditto June	..	..	..	..	..	..
Exch. Bonds, 1858, 3½ per Cent.	..	..	..	..	..	..
Exch. Bonds, 1859, 3½ per Cent.	..	..	..	..	..	..

Railway Stock.

RAILWAYS.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Birk. Lan. & Ch. Junc.	..	..	..	..	..	..
Bristol and Exeter	93⅛ 3	93⅛ 3	93 ⅛	93 ⅜	93⅛	93
Caledonian	87⅝ ⅛	87⅝ 8 ⅛	88⅛ 8	88⅛ 7⅜	48⅛ 9	88 ⅛ 8
Chester and Holyhead	40⅛ 40	40⅛ 40	40⅜ ⅛	41 ⅜ ⅛	52⅛ 2	43⅛ ⅞ ⅛
East Anglian	..	..	..	..	..	16½
Eastern Counties	62½	62⅛ 2	61⅛ 2⅜	..	62⅛ ⅛ ⅜	62⅜ 3⅛
Eastern Union A. Stock	..	..	..	..	..	..
Ditto B. Stock	..	..	30 29⅛	29⅛ 30	29⅛	30⅛
East Lancashire	..	94 3⅛	..	..	..	94⅛
Edinburgh and Glasgow	..	..	..	..	..	67 ⅞
Edin. Perth, and Dundee	..	..	27⅛ ⅛	..	..	28
Glasgow & South-Westn.	..	..	..	..	..	..
Great Northern	108	108 ⅛	108 ⅛	..	107⅜ 8⅛	108⅛ 9
Ditto A. Stock	..	96 5⅛ 5	95 4⅞	94⅛	94⅛ 5	95
Ditto B. Stock	131⅛	..	..	..	131⅛	..
Gt. South & West. (Ire.)	..	..	..	..	..	..
Great Western	53⅜ 4⅜	54⅛ 5⅜	54⅛ 5⅛	54⅛ 5⅜	55⅛ ⅞	56⅜ 6 ⅛
Do. Stour Vly. G. Stk.	..	..	55	..	..	..
Lancashire & Yorkshire	..	95⅞	95⅞ ⅜	96⅛ 6 ⅛	96⅛ 6 7	97⅛ ⅛ ⅜
Lon. Brighton & S. Coast	112 11⅜	111⅜	112⅜ ⅛	..	112⅛	113⅜
London & North-Wstrn.	93⅜ 4	94⅛ ⅛	94⅜ ⅛ ⅜	94⅛ 4 ⅜	94⅛ ⅛ ⅛	95 ⅛ ⅜
London & South-Westrn.	93⅛	93⅜ ⅛	93	93⅛	93 ⅛ ⅛	94⅛ 4
Man. Sheff. & Lincoln.	38	37⅞ 8	37⅞ 8	38	37⅞	..
Midland	98⅛ ⅛	98⅛ 9	98⅛ 9 ⅛	99 ⅜ ⅛	99⅛ 100	100⅛
Ditto Birm. & Derby	70⅜ 70	..	..	71⅜ 1	..	..
Norfolk	64⅛	..	..	64⅛	64⅛	65
North British	..	56⅛	56⅛ 7	57⅛ ⅜	57⅛ 8	58⅛ 9
North-Eastern (Brwck.)	92⅛	92⅛ ⅛	92⅛ ⅜ ⅜	92⅛ ⅜ ⅜	92⅛ 3	93⅛ ⅛ ⅜
Ditto Leeds	46½	46⅛	46⅛	46⅛ ⅛	..	47⅛
Ditto York	74⅜ ⅛ ⅛	74⅜ ⅛	..	75	75⅛ 5	76⅜ ⅛
North London	..	..	..	..	..	101
Oxford, Worc. & Wolver.	..	28	..	..	..	28⅛
Scottish Central	..	..	..	..	..	..
Scot. N.E. Aberdeen Stk.	..	..	..	..	27⅛	27⅛
Do. Scotab. Mid. Stk.	..	..	..	..	..	..
Shropshire Union	..	..	..	..	..	..
South Devon	..	36⅜	36⅛	..	36⅛	36⅜
South-Eastern	..	..	..	74⅜	74⅜ ⅛	75 ⅜
South Wales	..	..	..	..	..	..
Vale of Neath	..	..	..	..	..	..

Insurance Companies.

	PAID.	PER SHARE.
Equity and Law	£5 19 10	..
English and Scottish Law Life	3 5 0	..
Law Fire	2 10 0	£4 0 0
Law Life	10 0 0	63 10 0
Law Reversionary Interest	25 0 0	23 6 8
Legal and General Life	6 9 0	..
London and Provincial Law	3 12 6	..

London Gazettes.

Perpetual Commissioners for taking the Acknowledgments of Married Women.

TUESDAY, *Dec.* 7, 1858.

ASHURST, WILLIAM HENRY, Gent., Old Jewry; for the city of London, and the counties of Essex and Kent.

HOPWOOD, SAMUEL WEYMOUTH, Gent., Chancery-lane; for the city of London and the city and liberties of Westminster.

KEIGHTLEY, ARCHIBALD, Gent., Charter-house; for the city and liberties of Westminster and county of Middlesex.

TOMLIN, JAMES ROBINSON, Gent., Richmond, Yorkshire; for the North Riding of the county of York.

Bankrupts.

TUESDAY, *Dec.* 7, 1858.

BARLOW, CHARLES, Hatter, 1 Cleveland-sq., Liverpool. *Com.* Perry: Dec. 20 and Jan. 10, at 11; Liverpool. *Off. Ass.* Morgan. *Sol.* Jones, 58 Castle-st., Liverpool. *Pet.* Dec. 2.

CORNISH, WILLIAM, & ANDREW CORNISH, Builders, Birmingham. *Com.* Balguy: Dec. 20 and Jan. 10, at 10.30; Birmingham. *Off. Ass.* Whitmore. *Sols.* E. & H. Wright, Birmingham. *Pet.* Dec. 3.

CULLINGFORD, SAMUEL, Draper, Woodbridge. *Com.* Fonblanque: Dec. 18, at 1.30; and Jan. 18, at 12; Basinghall-st. *Off. Ass.* Graham. *Sols.* Davidson, Bradbury, & Hardwick, 22 Basinghall-st. *Pet.* Nov. 25.

ELLIS, WILLIAM, Watchmaker, Halesworth, Suffolk. *Com* Evans: Dec. 16, at 12.30; and Jan. 13, at 2; Basinghall-st. *Off. Ass.* Bell. *Sols.* Taylor & Woodward, 28 Great James-st., Bedford-row. *Pet.* Nov. 29.

FITCHETT, RICHARD THOMAS, Tailor, 6 Hanover-st., Hanover-sq. *Com.* Holroyd: Dec. 17, at 11; and Jan. 18, at 12; Basinghall-st. *Off. Ass.* Lee. *Sols.* Becke & Metcalfe, 15 Bedford-row; or Becke, Northampton. *Pet.* Nov. 24.

GOSTLING, JOHN, Saddler, East Dereham, Norfolk. *Com.* Holroyd: Dec. 17, at 1; and Jan. 18, at 2; Basinghall-st. *Off. Ass.* Lee. *Sols.* Doyle, 2 Verulam-bldgs., Gray's-inn; or Drake, East Dereham. *Pet.* Nov. 6.

GREATOREX, HENRY, Hotel Keeper, Llanrwst, Denbighshire. *Com.* Perry: Dec. 17 and Jan. 11, at 11; Liverpool. *Off. Ass.* Turner. *Sols.* Evans & Son, Liverpool; or James, Llanrwst. *Pet.* Nov. 26.

GREENACRE, WILLIAM, & GEORGE ROBERTS, Drapers, 216 Oxford-st. *Com.* Evans: Dec. 17, at 11; and Jan. 20, at 1; Basinghall-st. *Off. Ass.* Johnson. *Sols.* Lawrance, Plews, & Boyer, Old Jewry-chambers. *Pet.* Dec. 3.

HUNT, WILLIAM, Silk & Cotton Manufacturer, 118 Market-st., Manchester, and of Tonge, near Middleton (not *Middlesex*, as advertised in last Friday's *Gazette*). Dec. 16 and Jan. 13, at 11; Manchester. *Off. Ass.* Hernaman. *Sols.* Cobbett & Wheeler, Brown-st., Manchester. *Pet. arrynt.* Aug. 11.

NEVILLE, URIAH, Wholesale Boot & Shoe Maker, Kerr-st., Northampton. *Com.* Evans: Dec. 17, at 12.30; and Jan. 20, at 2; Basinghall-st. *Off. Ass.* Bell. *Sols.* Hensman & Nicholson, 25 College-hill; or Dennis, Northampton. *Pet.* Dec. 4.

TOMPSON, JOHN, Carrier, Hadlow, Kent. *Com.* Holroyd: Dec. 17, at 12; and Jan. 18, at 1; Basinghall-st. *Off. Ass.* Lee. *Sols.* Linklaters & Hackwood, 7 Walbrook. *Pet.* Dec. 3.

TONKS, BENJAMIN, Factor & Jeweller, Birmingham. *Com.* Balguy: Dec. 18 and Jan. 15, at 11; Birmingham. *Off. Ass.* Whitmore. *Sols.* Allcock; or Hodgson & Allen, Birmingham. *Pet.* Dec. 6.

FRIDAY, *Dec.* 10, 1858.

ARNSBY, GEORGE ERINS, Boot & Shoe Manufacturer, Earls Barton, Northamptonshire. *Com.* Goulburn: Dec. 22, at 12.30; and Jan. 24, at 12: Basinghall-st. *Off. Ass.* Pennell. *Sols.* Walters & Son, 36 Basinghall-st. *Pet.* Dec. 8.

BEVAN, HENRY, Licensed Victualler, Bristol. *Com.* Hill: Dec. 21 and Jan. 24, at 11; Bristol. *Off. Ass.* Miller. *Sols.* Bevan & Girling; or King & Plummer, Bristol. *Pet.* Dec. 7.

NORRIS, JAMES HENRY, Paper Dealer, Birmingham. Dec. 23 and Jan. 20, at 11.30; Birmingham. *Off. Ass.* Kinnear. *Sols.* Hodgson & Allen, Birmingham. *Pet.* Dec. 6.

ROGERS, WILLIAM, Publican, Odell-arms, George-st., Fulham-rd., and now or late of the Trafalgar, Latymer-rd., and Kensington-arms, Warwick-rd., Kensington. *Com.* Fane: Dec. 18, at 12; and Jan. 21, at 2; Basinghall-st. *Off. Ass.* Whitmore. *Sols.* Clarke & Morice, 29 Coleman-st. *Pet.* Dec. 8.

SCHEMBRI, GIUSEPPE LUIGI, Merchant, 150 Leadenhall-st., trading alone under firm of PORTELLI SCHEMBRI, and in partnership with MICHELINO PORTELLI, as Merchants, at Valetta, in Malta (Agostino Portelli & Co.), and lately trading with MICHELINO PORTELLI, as Merchants, at 150 Leadenhall-st. (Portelli, Schembri & Co.) *Com.* Holroyd: Dec. 24, at 1; and Jan. 25, at 12; Basinghall-st. *Off. Ass.* Lee. *Sols.* Linklaters & Hackwood, 7 Walbrook. *Pet.* Nov. 30.

THOMAS, GEORGE WILLIAM, Shipwright, Lavender Dock, Rotherhithe, and Poplar. *Com.* Fonblanque: Dec. 22 and Jan. 21, at 12; Basinghall-st. *Off. Ass.* Stansfeld. *Sols.* Cullen & Marsh, 57 High-st., Poplar. *Pet.* Dec. 9.

WILLIAMS, HENRY, Laceman, High-st., Southwark. *Com* Holroyd: Dec. 21, at 2; and Jan. 18, at 12.30; Basinghall-st. *Off. Ass.* Lee. *Sols.* Reed, Langford, & Marsden, 59 Friday-st., Cheapside. *Pet.* Dec. 4.

WILLIAMSON, JOSEPH, Farmer & Cowkeeper, Stockport, Cheshire, and lately Ironfounder & Machine Maker, at Heaton Norris and elsewhere, in copartnership with RICHARD ROBERTS (Williamson & Roberts). Dec. 30 and Jan. 20, at 12; Manchester. *Off. Ass.* Hernaman. *Sols.* Cobbett & Wheeler, Brown-st., Manchester. *Pet.* Dec. 7.

WILSON, JOHN, Corn Merchant, Nether Silton, Yorkshire. *Com.* Ayrton: Dec. 23, at 11; and Jan. 21, at 11; Commercial-bldgs., Leeds. *Off. Ass.* Young. *Sols.* Dodds, Stockton-on-Tees; or Bond & Barwick, Leeds. *Pet.* Nov. 29.

BANKRUPTCY ANNULLED.

TUESDAY, *Dec.* 7, 1858.

MILLS, WILLIAM, Watchmaker, Tamworth. Dec. 3.

MEETINGS FOR PROOF OF DEBTS.

TUESDAY, *Dec.* 7, 1858.

BATCHELOR, JOSEPH, Mercer, Newport, Isle of Wight. Dec. 18, at 12.30; Basinghall-st.

EVANS, MAURICE, & JOHN WILLIAM HOARE, Export Wine & Bottled Beer Merchants, 29 Gt. St. Helen's, and Trinity-wharf, Rotherhithe. Dec. 28, at 11; Basinghall-st.

FORSTER, PETER, Ship Builder, Sunderland. Dec. 20, at 11; Royal-arcade, Newcastle-upon-Tyne.

MORTWOOD, JOHN, Grocer, Atherstone. Jan. 6, at 11.30; Birmingham.

PHILLIPS, JAMES, Draper, Audlem. Dec. 29, at 11; Liverpool.

STERN, LOUIS, & MEYER LOEWINSOHN, Ship Chandlers, 9 Savage-gardens, Crutched Friars. Dec. 17, at 1.30; Basinghall-st.

STRAHAN, WILLIAM, Sir JOHN DEAN PAUL, Bt., & ROBERT MAKIN BATES, Bankers, 217 Strand, also Navy Agents, 41 Norfolk-st. Dec. 28, at 11; Basinghall-st., sep. est. W. Strahan.

WATES, JAMES, Hotel Keeper, Gravesend. Dec. 28, at 12; Basinghall-st.

WILKINS, HENRY ROBERT, Draper, Westbromwich. Jan. 6, at 11.30; Birmingham.

WILLIAMS, EDWARD, Block & Spar Manufacturer, Liverpool. Dec. 29, at 11; Liverpool.

WILLIAMS, WILLIAM, Linen Draper, Llandilo. Jan. 13, at 11; Bristol.

WRIGHT, THOMAS, Wine & Spirit Merchant, Wainfleet. Jan. 12, at 12; Town-hall, Kingston-upon-Hull.

FRIDAY, *Dec.* 10, 1858.

ANTHONY, JOHN, Grocer, 33 Old Town-st., Plymouth. Dec. 30, at 1; Athenæum, Plymouth.

BARNARD, THOMAS, Bookseller, 85 Charlotte-st., Fitzroy-sq. Dec. 31, at 1; Basinghall-st.

BARNSDALE, GEORGE HUNT, Builder, Millfield, near Peterborough. Dec. 21, at 12.30: Basinghall-st.

BERRY, ELIZABETH, Hotel Keeper, Birkenhead. Jan. 6, at 11; Liverpool.

EDWARDS, WILLIAM A., & THOMAS WHITLOCK, Bottle Merchants, 7 Upper Thames-st. Dec. 20, at 2; Basinghall-st.

HALL, CHRISTOPHER, Corn Factor, Liverpool. Jan. 6, at 11; Liverpool.

JOHNSON, JAMES, Worsted Spinner, Lemonsley Mill, near Lichfield. Jan. 6, at 11.30; Birmingham.

JOHNSON, SAMUEL WELTON, Printer & Eating House Keeper, Birmingham. Jan. 13, at 11.30; Birmingham.

LAMB, JAMES, EDWARD LEWIS, & WILLIAM THOMAS ALLUM, Cement Manufacturers, Wouldham, Kent, and Kingsland-rd., Middlesex (Thom as Freen & Co.) Jan. 3, at 11, joint est., and sep. est. of J. Lamb; Basinghall-st.

LONGTON, JOHN, Ship Broker, Liverpool. Dec. 23, at 11; Liverpool.

NEVILLE, MICHAEL, Brass Founder, Liverpool. Dec. 23, at 11; Liverpool.

SMITH, THOMAS MOORE, & CHARLES LINFORD, Engineers & Founders, Peterborough (Smith, Linford, & Co.) Dec. 24, at 12; Basinghall-st.

WATTS, GEORGE WATKINS, Wholesale Cheesemonger, Red Lion-pl., Gilt-spur-st. Dec. 31, at 12.30; Basinghall-st.

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting.*

TUESDAY, *Dec.* 7, 1858.

ANTHONY, JOHN, Iron Founder, Arundel-crescent, Plymouth. Dec. 30, at 1; Athenæum, Plymouth.

BROWN, JOHN, Draper, Bradford. Jan. 10, at 12; Commercial-bldgs., Leeds.

PALMER, ROBERT, sen., & ROBERT PALMER, jun., Scriveners, Stokesley. Jan. 10, at 11; Commercial-bldgs., Leeds.

VINCENT, SAMUEL, Butcher, Long Sutton. Jan. 18, at 10.30; Shire-hall, Nottingham.

FRIDAY, *Dec.* 10, 1858.

COLLS, CHARLES, & JOHN LOWE, Bankers & Bill Discounters, 10 St. Swithin's-lane, and 29 Henrietta-st., Covent-garden. Dec. 31, at 12; Basinghall-st.

CRABTREE, SAMUEL, Builder, 28 Vine-st., York-rd., Lambeth. Dec. 31, at 1; Basinghall-st.

FANCOTT, THOMAS FREDERICK, Hosier, Stourbridge and Wordsley. Jan. 10, at 11; Birmingham.

PLATTEN, ROBERT STIMPSON, Tailor, Burnham-market. Dec. 31, at 11; Basinghall-st.

SLATER, HENRY, Wholesale Porter Brewer, Balsall-heath, Kings Norton. Dec. 31, at 11; Birmingham.

WARDEN, EDWIN, Builder, Birmingham. Dec. 31, at 12.30; Birmingham.

WILLS, JAMES HENRY, Licensed Victualler, Windsor Castle, Hammersmith. Jan. 1, at 1; Basinghall-st.

To be DELIVERED, *unless* APPEAL *be duly entered.*

TUESDAY, *Dec.* 7, 1858.

ARGENT, JOHN, Licensed Victualler, Rainbow-tavern, 15 Fleet-st. Nov. 26, 2nd class.

BATES, THOMAS ELLIS, Licensed Victualler, Horns-tavern, Kennington, and Keyhaven, Hants, Farmer. Dec. 2, 2nd class.

BULPIT, THOMAS, & JOHN PEAKMAN, Metal Dealers, Birmingham. Dec. 6, 2nd class.

COHEN, WOLF, Watchmaker, Sheffield. Nov. 27, 3rd class.

COOPER, ANN, Domett Manufacturer, Haslingden. Nov. 25, 1st class.

GARSIDE, THOMAS, Licensed Victualler, Ashton-under-Lyne. Nov. 25, 2nd class.

HEDLEY, JOHN WATSON, Plumber, South Shields. Dec. 2, 3rd class.

KELLY, WILLIAM, Common Brewer, Chester. Nov. 26, 2nd class.

MOORE, THOMAS, Innkeeper, Southshore, Blackpool. Nov. 26, 2nd class.

NICHOLSON, SAMUEL, Hat Manufacturer, 67 Southwark-bridge-rd. Nov. 30, 2nd class.

SUTCLIFFE, WILLIAM, Builder, Enfield, within Clayton-le-Moors. Nov. 26, 2nd class.

TAYLOR, THOMAS, Grocer, 11 Osborne-pl., Blackheath. Dec. 1, 3rd class, having been suspended 12 mos.

WARDLEWORTH, ABRAHAM, Dyer, Prestwich. Nov. 26, 3rd class.

WICKS, JACOB, Broker, Small-st., Bristol. Nov. 30, 3rd class, not to take effect until the bankrupt shall have paid to the Official Assignee such a sum as, with the amounts already realised, shall make up £150. In the meantime without protection.

FRIDAY, *Dec.* 10, 1858.

COCKBURN, HENRY MILNER, Tobacconist, 60 Tottenham-ct.-rd. Dec. 3, 2nd class.

FOSTER, JOSEPH, Grocer, Little Horton, Bradford. Nov. 30, 3rd class.

GARTON, CHARLES, Common Brewer, Lawrence-hill Brewery, Bristol. Dec. 7, 2nd class.

JOHNS, WILLIAM NICHOLAS, Stationer, Newport. Dec. 7, 2nd class.

MOYLE, GEORGE, WILLIAM HUNTER, & ALEXANDER HUNTER, Glove Manufacturers, Nottingham. Dec. 7, 2nd class.

WIDDOWSON, DAVID, Lace Manufacturer, Chaucer-st., Nottingham. Dec. 7, 2nd class.

Assignments for Benefit of Creditors.

TUESDAY, *Dec.* 7, 1858.

ALLEN, THOMAS, & JOHN CHARLEY, Factors, Edmund-st., Birmingham. Nov. 15. *Trustees*, W. Taylor, Hardware Merchant, C. T. Parsons, Metal Dealer, J. B. Gausby, Nail Manufacturer, all of Birmingham. Deed lies at the office of E. Carter, Accountant, 23 Waterloo-st., Birmingham.

FOWLER, JOHN BURROUGHS, Draper, Tetbury, Gloucestershire. Nov. 25. *Trustee*, T. Devas, Warehouseman, Cannon-st. West. *Sols.* Davidson, Bradbury, & Hardwick, Weaver's-hall, 22 Basinghall-st.

LAKE, JOHN, Miller. Okehampton, Devon. Nov. 19. *Trustees*, J. M. Burd and H. Drew, Okehampton. Creditors to execute before Jan. 19. Indenture lies at office of J. M. Burd, Okehampton.

MURDOCH, JAMES, & JOHN CARLYLE, Drapers, Liverpool. Nov. 22. *Trustees*, R. Cameron, Draper, Liverpool; B. Haigh, Wholesale Clothier, Huddersfield. Creditors to execute on or before Jan. 27. *Sol.* Steble, 5 Doran's-lane, Lord-st., Liverpool.

PLUMB, JOHN, Farmer, Little Common, Bexhill, Sussex. Dec. 2. *Trustees*, A. Hurst, Brewer, Eastbourne; T. W. Barfield, Wine Merchant, Hastings. Creditors to execute on or before Feb. 2. *Sols.* J. & S. Langham, 1 High-st., Hastings.

RUSSELL, HENRY, Boarding-house Keeper, 10 Pall-mall East. Nov. 19. *Trustees*, J. Ford, Gent., Sherborne-st., Blandford-sq.; T. Chapman, Gent., 9 Cumberland-st., Pimlico. Creditors to execute on or before Dec. 18. *Sol.* Flavell, 21 Bedford-row.

FRIDAY, *Dec.* 10, 1858.

DEVEY, ALFRED, & EDWIN TATE JONES, Coal Dealers, Birmingham (Devey & Jones, and E. T. Jones & Co.) Dec. 2. *Trustees*, J. Bissell, Ironmaster, Birmingham; J. Scott, Accountant, Birmingham. Creditors to execute before Jan. 2. Indenture lies at office of J. Scott, 6 Waterloo-st., Birmingham.

DAVIES, THOMAS, Innkeeper, King's Head-inn, Llanrwst, Denbighshire. Dec. 1. *Trustees*, J. Williams, Gent., Plasyn Blaenau, Llangernyw, Denbighshire; W. Lewis, Timber Merchant, Llanrwst. Creditors to execute before March 1. *Sol.* Griffith, Llanrwst.

OLIVER, JOHN, Grocer, Darlington, Durham. Dec. 1. *Trustees*, W. Bennington, Grocer, Stockton, Durham; R. C. Oliver, Accountant, Darlington. *Sols.* Mewburn, Hutchinson, & Mewburn, Darlington.

SHARP, JOSEPH, Farmer, Metheringham, Lincolnshire. Oct. 28. *Trustees*, T. Page, Gent., Lincoln; J. Penney, Merchant, Lincoln. Creditors to execute before Jan. 28. *Sol.* Tweed, Lincoln.

SPENCER, CROSBY JOHN, Miller, Belton, Lincolnshire. Dec. 6. *Trustees*, S. Theaker, sen., Farmer, Belton; J. H. Marshall, Auctioneer, Epworth. Creditors to execute on or before March 12. *Sol.* Carnochan, Crowle.

SWALLOW, JOSEPH, & JOSEPH SERVANT, Manufacturers, Bradford, Yorkshire. Dec. 4. *Trustees*, B. Macquaid, Stuff Merchant, Bradford; J. Smith, Manufacturer, Bradford. Creditors to execute before Feb. 4. *Sol.* Cross, Bradford.

Creditors under Estates in Chancery.

TUESDAY, *Dec.* 7, 1858.

CHRISTOPHER, GEORGE SCOTT, Beer Retailer, 23 Church-lane, Whitechapel (who died on Aug. 4, 1858). Re Christopher's estate, Christopher *v.* Christopher, V. C. Stuart. *Last Day for Proof*, Dec. 15.

GREENHILL, MARY TYLER, Widow, Puriton, Somersetshire (who died in Nov. 1857). Greenhill *v.* Adams, M. R. *Last Day for Proof*, Jan. 14, for her creditors and incumbrancers on the Knowl Hall estate.

HESELTINE, JAMES ALTHAM. Heseltine *v.* Heseltine, M. R. *Last Day for Proof*, Jan. 13, for incumbrancers on the shares or interests of his children, or entitled to any portion of the funds standing in the name of the Accountant-General, on the credit of the cause Heseltine *v.* Heseltine, or the separate account of James Altham Heseltine and his issue.

PERKINTON, JOSHUA, Bone Merchant, Sheffield (who died in Oct. 1858). Froggatt *v.* Perkinton, M. R. *Last Day for Proof*, Jan. 10.

PORTER, THOMAS, Gent., Nepicar, Wrotham, Kent (who died in June, 1856). Porter *v.* Porter, M. R. *Last Day for Proof*, Jan. 10.

RHODES, PETER, Gent., Carleton, Pontefract, Yorkshire (who died in Feb. 1855). Rhodes *v.* Pickup, M. R. *Last Day for Proof*, Jan. 10.

WILSON, WILLIAM, Linen Merchant, New Bond-st. (who died in July, 1858). Re Wilson's estate, Wilson *v.* Wilson, V. C. Stuart. *Last Day for Proof*, Jan. 20.

FRIDAY, *Dec.* 10, 1858.

EDMUNDS, WILLIAM, Farmer, Crick, Northamptonshire (who died on May 4, 1858). Robinson *v.* Edmunds, V. C. Wood. *Last Day for Proof*, Jan. 12.

HARRISON, THOMAS, Esq., Saithalwyd, Flintshire (who died in Feb. 1849). Cope *v.* Evans, V. C. Kindersley. *Last Day for Proof*, Jan. 11.

HARRISON, THOMAS CHARLES, Gent., 31 York-ter., Regent's-pk. (who died at St. Omer, in France, in May, 1858). Cooper *v.* Harrison, M. R. *Last Day for Proof*, Jan. 17.

KEARNEY, THOMAS JOHN, Deputy Assistant-Quartermaster-General (who died on June 1, 1857). Re Kearney's estate, Kearney *v.* Maxwell, V. C. Stuart. *Last Day for Proof*, Jan. 10.

METRICK, WILLIAM, Esq., Merthyr Tidvil (who died in July, 1852). Coke *v.* Robertson, M. R. *Last Day for Proof*, Jan. 18.

NEWTON, HENRY, Porter & Hop Merchant, Shrewsbury (who died in Jan.

1858). Nicholson v. Newton, V. C. Stuart. *Last Day for Proof*, Jan. 18.

Bowdon, Josiah, jun., Yeoman, Anstey, Alton, co. Southampton (who died in Nov. 1855). Re Bowdon, V. C. Kindersley. *Last Day for Proof*, Jan. 15.

Smith, Hannah, Spinster, Newcastle-upon-Tyne (who died in Jan. 1856). Chater v. The Attorney-General, V. C. Stuart. *Last Day for Proof*, Jan. 12.

Sowell, Benjamin Lawrence, Gent., 27 Fulham-pl., Paddington (who died on March 9, 1858). Re Sowell's Estate, Wyatt v. Sowell, V. C. Stuart. *Last Day for Proof*, Jan. 11.

Tate, Elizabeth, Licensed Victualler, Casey-st., Liverpool (who died in March last). Re Tate's Estate, Casartelli v. Griffith. *Last Day for Proof*, Jan. 10, at Registrar's Office of county Palatine of Lancaster, 1 North John-st., Liverpool.

Taylor, Jonathan, Farmer, Greenhurst, Ashton-under-Lyne (who died in March, 1847). Ogden v. Taylor. *Last Day for Proof*, Dec. 28, at Registrar's Office of county Palatine of Lancaster, 4 Norfolk-st., Manchester.

Windings-up of Joint Stock Companies.

Unlimited, in Chancery.

Tuesday, *Dec* 7, 1858.

British, Foreign, & Colonial Assurance Association.—A petition for the dissolution and winding-up of this Association was, on Dec. 2, presented to the Lord Chancellor by Jacob Johnson, William Willins, and Thomas Everett, which will be heard before V. C. Wood, on Dec. 18. Head & Pattison, 26 Nicholas-lane, Lombard-st., Solicitors for the petitioners.

Mixon Great Consols Copper Mining Company.—V. C. Wood, on Dec. 2, appointed Thomas William White, 13 Old Jewry-chambers, Accountant, to be the Official Manager of this Company.

Plumstead, Woolwich, & Charlton Consumers Pure Water Company, and the Plumstead, Woolwich, & Charlton Consumers Pure Water Company (Limited).—V. C. Kindersley, on Dec. 2, appointed Robert Palmer Harding, 5 Serle-st., Lincoln's-inn, Accountant, Official Manager of this Company.

Friday, *Dec.* 10, 1858.

Era Assurance Society.—V. C. Wood will proceed, on Jan. 10, at 12, at his Chambers, to settle the list of Contributories of this Society.

Scotch Sequestrations.

Tuesday, *Dec.* 7, 1858.

Brown, James, Ship Owner, Dundee. Dec. 11, at 12; British-hotel, Dundee. *Seq.* Dec. 1.

King, Alexander, Savannah-la-Mar, Jamaica, & David King, Merchants, Glasgow (A. King & Co., Savannah-la-Mar; D. King & Co., Black River, Jamaica). Dec. 10, at 12; Globe-hotel, George-sq., Glasgow. *Seq.* Dec. 3.

Wright, William, General Agent, formerly of 70 Oldham-rd., Manchester, lately of Tobermory, now of Portree, Isle of Skye. Dec. 13, at 1; Ross's-inn, Portree, Isle of Skye. *Seq.* Dec. 3.

Friday, *Dec.* 10, 1858.

Angus, John, Tobacconist, Glasgow, residing at Blantyre, Lanarkshire. Dec. 20, at 12; Faculty-hall, St. George's-pl., Glasgow. *Seq.* Dec. 7.

Elliot, John (sometimes called John Henry Elliot), lately Italian Warehouseman, Whitecross-pl., Wilson-st., Finsbury-sq., London, now residing at 240 Broomielaw, Glasgow. Dec. 18, at 12; Faculty-hall, Glasgow. *Seq.* Dec. 6.

Leslie, Robert, Merchant, Dundee, residing in Broughty Ferry, Forfarshire. Dec. 21, at 12; Royal-hotel, Dundee. *Seq.* Dec. 8.

M'Lean, Donald, Merchant & Innkeeper, Tarbert. Dec. 20, at 4; Mrs. Johnston's-hotel, Ardrishaig. *Seq.* Dec. 7.

Spink, John, jun., Coal Merchant, Dundee. Dec. 16, at 11; British-hotel, Castle-st., Dundee. *Seq.* Dec. 6.

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THE SOLICITORS' JOURNAL.

LONDON, DECEMBER 18, 1858.

THE ACQUITTAL OF GUERNSEY.

Now that the game of special pleading has been so cruelly cut up by the Common Law Procedure Acts, those subtle intellects which delight in the contemplation of the devices by which justice may be defeated are thrown back upon the study of the criminal law. The trial of Mr. Guernsey for stealing the Ionian despatches will be a real treat to minds of this astute order. There was no dispute about the facts. The prisoner surreptitiously took (we suppose we must not say stole) this confidential paper, and sent it to the editor of the *Daily News* for publication, without attempting to stipulate for its restoration; and a jury, apparently with the full approbation of Mr. Baron Martin, find that no theft has been committed at all. Before we allude in any way to the possible consequences of such a decision, let us say that it appeared quite clearly that the editor of the *Daily News* was well entitled to the approval which the Judge bestowed upon his conduct throughout the transaction. It is necessary to premise this, lest in what follows we should be supposed to be insinuating anything against the steady honesty which now, as heretofore, distinguishes the *Daily News*. We do not even mean to suggest that there are any journals which are likely to avail themselves of the privilege which Guernsey's case has conferred upon them; but it is an important result of the decision, that any newspaper may keep a staff of thieves for the express purpose of purloining documents for publication, without being guilty of any offence, or bringing down any punishment on themselves or their felonious agents. This is a remarkable condition of the law, and one which we suppose cannot be long left without a statutory remedy.

The actual point on which the case turned is one of the nicest of the nice points which the definitions of the criminal law seem designed to raise. Larceny has been for a thousand years or so a recognised offence in the eye of the law, and at this moment no one seems to know what larceny is. The definitions of it contradict each other, and are contradicted by the authorities; and even after eliminating all decisions which do not harmonise with the general current of authority, we only arrive at a definition which describes larceny as a felonious taking, and defines a taking to be felonious when it amounts to larceny.

A vast array of cases might be cited on the question, and still it would seem but half settled whether it is necessary that the taking should be *lucri causâ*, in order to bring it within the reach of the law. If the *Times'* report is correct, the learned judge left it to the jury to say whether the prisoner "intended to deprive the Colonial Office of all property in the abstracted papers, and to convert them to his own use." Whether this was designed to imply that it was essential that the prisoner should have been actuated by the intention of getting gain out of the transaction, is not very clear; but if so, it is difficult to reconcile the dictum with some modern decisions, as, for instance, one in which the judges held that a servant, who, without his master's consent, gave his master's beans to his master's horse, was guilty of larceny, and that the *lucri causâ* was not an essential ingredient in the offence. To the same effect was another well-known case, where a conviction was upheld by the Court of Criminal Appeal under precisely similar circumstances, although there was a special finding that the prisoner took the corn without any intent of applying it to his own benefit. So also it has been laid down that to take goods in order to give them away, is as much larceny as if the intent was to sell them. We presume, therefore, that Mr. Baron Martin did not mean to revive the exploded doctrine about *lucri causâ*. The point which the jury were intended to consider was more probably whether Guernsey was to be considered as having taken the papers out and out, or only abstracted them for temporary use. A man who takes his neighbour's plough for a day's work, and then returns it, is not guilty of larceny; and even where a man seizes upon another's horse, and after riding thirty miles, leaves the beast at an inn, without any intention of returning to claim it, it has been held that no theft is committed, though if he kill the animal at the end of the journey, the offence of larceny is complete. It seems that it is in analogy to these decisions that Guernsey has been allowed to escape. But we confess we do not comprehend how the jury could have believed that he took the papers, without the intention of exercising the fullest dominion over them; and if the jury had been simply asked, in untechnical language, whether he did not take the papers in order to deal with them just as if they were his own, the verdict would perhaps have been different. In fact, to send a document to a newspaper for publication amounts to an absolute gift, for it is well understood that as a rule no copy is returned, and papers of any size would be cut up without hesitation, for convenience of printing. How a man who did this can be said not to have deprived the owners of the property in the paper passes our comprehension, and we have not the least doubt that, if the truth could be ascertained, the jury only intended to express their opinion that the prisoner's object was publication and not profit, an intent which would not of itself have prevented his act from amounting to larceny. But a dozen common jurymen may well be excused for not rightly comprehending how to answer the question whether the prisoner intended to convert the papers to his own use. They might naturally infer, and probably did infer, that conversion to his own use signified making profit out of them, and as long as the law rests on such technical distinctions as it does now, similar miscarriages of justice must be expected to recur.

The whole system of criminal definition requires to be changed, and something more consonant with reason and common sense put in its place. The law against theft surely ought to include the stealing of documents for the purpose of publishing them, just as much as for the purpose of destroying them or making a profit of them; and though it would be a disgrace to our jurisprudence if such offences were expressly declared not to be crimes,

it is still more discreditable to the law that it is couched in maxims which leave it entirely doubtful whether such a case is or is not within it, and so bewilder the minds of jurymen as to make them incapable of giving a sensible verdict. Perhaps, on the patchwork method which is so much in vogue in this country, the loop-hole will be stopped by a special Act of Parliament, aimed at the particular offence which Mr. Guernsey committed, and then, after a short time, some slightly different case will arise to produce another failure of justice, and to be remedied, perhaps, in its turn by a further addition to our piecemeal legislation.

At some distant day we may possibly have a comprehensive reform and consolidation of the criminal law; but in the meantime the duties of jurymen would be greatly simplified, and the ends of justice furthered, if judges would bear in mind the fact that jurymen are not lawyers, and that if they are left to find out the truth with the help of the most accurate legal definitions which the court can give them, they are pretty certain to go wrong unless the terms of the law are translated for them into every-day English. Wonderful examples turn up every day of the utter bewilderment of juries in the Divorce Court. The most learned definitions of condonation, and the most judicious extracts from the luminous judgments of the quondam authorities of the Ecclesiastical Courts, seem to have no other effect than to leave the twelve hapless jurymen utterly in the dark as to the meaning of technical terms, as condonation and the like, and, at the same time, to encourage them to set up such notions as they can form against the authority of the Court itself. Perhaps if judges talked to juries in language they could understand juries would be more submissive and less absurd.

JUSTICE IN SEARCH OF A HOME.

The City authorities, whoever they may be, who provide for the reception—we will not say accommodation—of the judges, must intend, we should think, to prevent jealousies and contention among that learned body, by contriving that the duties of all its members shall be equally disagreeable and destructive of health and comfort. To start upon a winter assize is a sufficiently dreary business. In spite of railways, solemnity, or what is called so, is still to some extent practised on circuit for the benefit of the rustic mind. Indeed, it is no long time since the Lord Chief Justice fined a sheriff who came to meet him with an insufficient and poorly furnished retinue; and there is, we believe, in many counties a standing contest between the costly demands of the representatives of Majesty and the utilitarian and economical notions of country gentlemen. We should advise magistrates, who desire to save their own and their county's purses, by all means to promote the holding of assizes in mid-winter. Nothing is so fatal to pageantry as inclement weather, and the disposition to become the chief figures in processions through the streets of country towns will become yearly less and less in judges as the influences of frost, snow, bitter winds, and fogs, are felt and remembered in a gradually accumulating experience. A judge, it is true, is better provided than many other dignitaries for supporting a conflict with the elements in the great cause of what an eminent writer calls "upholsteries." The wisdom of ages has supplied him with a flowing wig, and ample robes of warm material, in which he may, with comparative safety, march from the church to the assize-hall, and brave the gusts and vapours of a court, opened, perhaps, for the first time since the summer circuit, and still giving proof that, by design or summary expedient, it had been adapted to the necessities of a sultry August day.

But if any judge, whose duty it now is to sustain the dignity of justice in the bleak north, should be inclined to envy his colleagues whom he has left in town, let him read in the newspapers a week's history of the sittings, or rather flights and wanderings, of his brother Willes, and he will learn that fate, assisted by the City Corporation, has decreed that all illustrious men shall be tried and afflicted equally. It was announced last week that on Monday two judges of the Common Pleas would sit at Nisi Prius at Guildhall, and Committee-room No. 1, which the *Times* describes as "an apartment by no means appropriate or convenient for the purpose," was destined to receive the court presided over by Mr. Justice Willes. But on Monday morning the usually punctual judge did not show himself in his appointed place, and after some delay, it appeared that the well-known strong objections of all the bench to sitting in Committee-room No. 1 had become developed in Mr. Justice Willes to absolute refusal to enter upon his duties in that narrow and unwholesome chamber. The committee-room is much too small for a court of justice, especially for one whose proceedings are apt sometimes to excite a lively interest among the more numerous classes of society, and even if not properly warmed when the judge takes his seat, it speedily becomes very improperly and intolerably close and heated as business progresses and the crowd thickens. But the choice of this persecuted judge and court was like that between the barbarians and the deep sea. After a short delay, a position was taken up in what is called the Council-chamber, which possesses, we should suppose, no great amount of original fitness for judicial use, and was, of course, found by these sudden occupants "unprepared and unwarmed, cold and chilly." The bar, attorneys, witnesses, and spectators, who might otherwise have contributed to raise the temperature, had most of them, it seems, lost for a time all track of the judge's flight, and were wandering through courts and corridors in search of him, while the cause list was being called and recalled, and the usual penalties of absence inflicted by the shivering and almost solitary judge. After a time, however, the more active and ingenious investigators discovered the locus of the court—the news soon spread, parties and witnesses in the latter half of the cause list were still in time, business was proceeded with as usual, and the Council-chamber, let us hope, at length grew a little warmer. Next day the court again occupied this "large hall," and we hear of no particular complaint; but it is evident there was plenty of suppressed misery and discontent, for on Wednesday morning a fresh migration was effected into a quarter which could only be looked upon with hope by those in very desperate and distressing circumstances. But this second flight of Mr. Justice Willes from the sufferings appointed for him was little more fortunate than his first. For the sittings of the Exchequer the Guildhall contains an old and a new court. The latter is a recent and rather ambitious effort of civic architecture, which has been condemned with a unanimity and loudness sufficient, it must be owned, to discourage any further attempts of the Corporation at receiving the visits of justice handsomely. However, for a week or so, a judge, and all who had business before him, were compelled to endure, as patiently as they could, the discomfort of the new court. But as soon as it ceased to be necessary for a second judge to sit, the Chief Baron was entreated to occupy the old court, and not to compel any man, unless on inevitable necessity, to pass six hours daily in a place which, said the protesting counsel, "was fit for nothing but to raise cucumbers in." Now if the reader desires fully to realise what followed, let him take an old hat, or pair of boots, thoroughly used up, as he thinks, and incapable of further service, and throw the condemned article or articles out of window, and watch what follows. If he lives in a busy thoroughfare, it will not be long before one of that class whom Sir Francis Head regards as the first authorities upon politics will come by, will discern, with a gleam of joy in his eyes, the abandoned hat or boots, and will rush to secure the same as a prize, such as very seldom rewards his wanderings. It is sad to see one of the Justices of the Common Pleas reduced by cruel fortune to imitate the conduct of a *chiffonnier*, who picks out of the dirt

rags, paper, and bones, worth thirty sous a day under a constitutional monarchy, and only fifteen under a republic; but really no other comparison will convey any idea of the avidity and joyous alacrity with which the persecuted judge rushed to secure a shelter from woes unutterable, in a place "fit only for raising cucumbers." A great deal, as we all know and feel, depends upon what one is accustomed to, and it cannot be denied, by the most fastidious dandy, that an old coat and dilapidated boots are vastly better than none at all. Fate and the City Corporation have, between them, dispensed to judges and other men, in various measures, affluence, competency, or want, of the means to make existence tolerable. A judge of the Common Pleas thinks himself lucky to get what a baron of the Exchequer has just before rejected. But this second sudden disappearance of Mr. Justice Willes from the place where suitors had been taught to look for him again produced a wild hurrying of distracted lawyers and litigants over Guildhall; and if it had not been for the interposition of an *amicus curiæ*, who suggested that the court, or a large part of it, was at that moment looking for its head, the cause list would have been finally gone through, and Mr. Justice Willes would have escaped from the cucumber-raising atmosphere to finish the morning by his own study fireside. As it was, several causes were struck out, and the Common Law Procedure Act of 1854, which established these concurrent sittings "in order to facilitate the despatch of business," was found, in a certain sense, to answer the purpose of its authors admirably.

There is something irresistibly ludicrous in the character of these impediments to the course of justice, but the complaints of the judges, coming as they do from all quarters and at every season, are not the less deserving of the most serious attention of the authorities. We heard only the other day of a judge at the Old Bailey, along with his court and the prisoner he was trying, being hurried from garret to cellar, and forced along crowded passages, in search of some place where the day's business might be scrambled through, in disregard of all decency and solemnity. And if some of our tribunals are so located as to escape grievous personal discomfort, there is not one of them which possesses a court suitable to the national dignity, and adapted, as might easily be done, to the convenience of the suitors and the profession. And besides this, the courts and the offices belonging to them have been scattered by caprice or chance over half London, and consequently those who conduct proceedings in them spend a large part of their time not in doing business, but in mere unprofitable locomotion. Nay more, when opportunities offer for concentration, it seems to be the opinion in high quarters that dispersion and isolation are to be preferred. The Board of Works, we learn, is preparing to spend public money in Doctors' Commons, and of two things, one must be intended by the Government, either that the judge of the Probate and Divorce Court shall be removed into juxta-position with its officers, or that the judge and the officers shall remain, as they now are, two miles apart. Common sense dictates that the judge and the official staff of this new court should be placed together in suitable buildings in some locality selected not out of regard to tradition or to the convenience of a small section of practitioners, but on a broad consideration of the interests of the entire public. All the reasons urged for the last eighteen years by the Incorporated Law Society in favour of a concentration of the common-law and equity courts and offices have been lately summed up in a very clear and able manner in the pamphlet which was reprinted in these columns. It belongs to the Society, as an essential part of the subject they have in hand, to urge upon the Government that the machinery of probate and divorce causes ought neither to be concentrated at Doctors'-commons nor to be divided between Doctors'-commons and Westminster-hall. And it is also the duty of the Society to protest against such scandalous violations of judicial dignity as have occurred this week at the Guildhall. If ever a central temple of justice should be adequately conceived and executed, a model will then exist to which the City will be compelled to conform itself, if it desires that the sittings at Nisi Prius in London should continue to be held as in former times.

Legal News.

COURT OF COMMON PLEAS.

(Before Mr. Justice WILLES.)

Bale v. *Grayson*, *Dec.* 14.

An action against an attorney for negligence, in consequence of which the plaintiff was nonsuited, became liable to, and was arrested for £50 costs. The defendant denied his liability.

Mr. *Pearce* was for the plaintiff; Mr. *Doyle* for the defendant.

The plaintiff had asserted his title to certain property in Norfolk as heir at law, and in March, 1858, the defendant wrote to the plaintiff—"I will try your cause against Crisp and others for the sum of £25. I will engage Mr. O'Malley and Mr. Prendergast. I will take the same into court and pay the fees and witnesses." On that occasion a sum was paid to the defendant on account, and Mr. O'Malley was at once retained. On the 15th of March the defendant wrote to the plaintiff, "Your cause is ready for trial; certificates of births and deaths will be required; the 23rd of March is the commission day. The remainder of the money must be paid." The plaintiff, on the 20th of March, paid the remainder of the money, and the defendant then entered the cause, and on the 24th told the plaintiff that he and his witnesses need not remain in court, and would be sent for when wanted; but a cause expected to last long broke down, and the cause-list was gone through on the same day. The plaintiff's cause was called on in its order, and, no one appearing on his behalf, he was nonsuited. The defendant had delivered no briefs to counsel, and in April the costs of the nonsuit were taxed against the plaintiff to the amount of £40, an execution was levied upon him, and he was arrested.

The plaintiff's brother deposed, that, on the 20th of March, defendant told him that he would be in time if the witnesses were in court on the 24th, as causes were not taken on the commission day, the 23rd.

It appeared that the original action was against a devisee; and that the defendant on inspecting the will at Norwich, and seeing it was evidently genuine, told the plaintiff that it was of no use going into court (his case being that it was forged), and that he (the defendant) would go and make it a *remanet*. The record was not withdrawn, and hence the nonsuit.

Mr. Justice WILLES observed that it was clear, that the defendant ought to have withdrawn the record, and, when appealed to by the counsel for the defendant, offered to decide the case if the counsel on both sides would assent; assent being given, the judge said, that he thought there was a good cause of action for the recovery of the £25 paid, but not for the imprisonment; because even had the defendant withdrawn the record the plaintiff would have been liable to the "costs of the day;" and eventually, assuming that the will was valid, must have paid the costs of a nonsuit. There ought to be therefore a verdict for the plaintiff for £25.

POSITION OF BARRISTERS.

A petition, *In Re May*, lately came before Vice-Chancellor Kindersley, the object of which was to obtain payment of certain fees due to the petitioner, who was a barrister, by a solicitor. The fees were alleged to have become due for business done in bankruptcy by the petitioner, and such fees were included in the solicitor's bill of costs, which had been taxed and was ordered to be paid. It was contended that the order for payment was equivalent to payment, and that in such a case an action would lie.

The VICE-CHANCELLOR asked for a precedent, and being told there was none, said:—"I hope the time will never come when such a rule is established. I will never make such a precedent. If you can bring me precedents, and so establish your case, I will make the order; but I will never willingly derogate from the high position in which a barrister stands, and by which he is distinguished from an ordinary tradesman. The petition must be dismissed with costs."

Court of Chancery.

A Statement of the Business in the Judges' Chambers, in the undermentioned Matters, for the Years ending 2nd November, 1853, 1854, 1855, 1856, 1857, & 1858.

	Summonses originating Proceedings in Chambers.						Other Summonses.						Orders drawn up in Chambers for time to plead, &c.						Orders made for time to plead, &c., but not drawn up.	Orders made in Chambers to be drawn up by the Registrar.
	1853	1854	1855	1856	1857	1858	1853	1854	1855	1856	1857	1858	1853	1854	1855	1856	1857	1858		
Master of the Rolls	189	212	178	226	262	260	1786	2910	3517	4687	4511	4891	713	807	1451	1198	1087	1102	166	1786
V. C. Kindersley ..	123	74	79	101	68	65	1345	2097	2084	2791	2456	2106	357	462	367	798	448	292		797
V. C. Stuart	86	128	131	127	175	201	1435	3127	3050	3184	3400	4399	424	947	807	696	702	1282	74	1472
V. C. Wood	77	49	59	64	149	124	2296	2840	2988	3234	4161	4031	1056	1252	1222	1163	1519	1362	280	1449
	475	463	447	518	654	650	6862	10974	11639	13896	14528	15427	2550	3499	3847	3855	3756	4038		5504

	Advertisements.						Certificates.						Per-Centage on Receivers' and Consignees' Accounts.											
	1853	1854	1855	1856	1857	1858	1853	1854	1855	1856	1857	1858	1853		1854		1855		1856		1857		1858	
													£	s.	£	s.	£	s.	£	s.	£	s.	£	s.
Master of the Rolls	193	274	348	328	310	340	123	414	554	635	651	685	291	5	970	10	966	10	1413	0	1174	10	2242	0
V. C. Kindersley ..	70	105	128	127	140	127	63	271	319	400	377	405	6	0	465	10	188	10	344	10	706	0	1158	0
V. C. Stuart	98	247	222	241	253	304	128	417	516	605	622	756			129	10	291	10	530	0	530	0	935	0
V. C. Wood	139	168	191	182	168	190	82	244	414	364	451	365	0	10	62	0	250	10	263	0	391	0	583	0
	500	794	889	878	871	961	396	1346	1802	2004	2101	2211	297	15	1627	10	1697	10	2550	10	2801	10	4918	0

AUTHORITY OF COUNSEL TO AGREE TO DAMAGES.

In the Common Pleas, on the 14th inst., in *Masters* v. *Scully*, counsel conferred together about a sum for which a verdict should be given; but defendant being sent for refused to assent to a verdict; upon which the judge said, if the case went on the jury would undoubtedly give five times as much. Mr. Serjeant *Ballantine* said, his client was in a nervous state, which made discussion impossible; but if he had authority to consent on his client's behalf he would. Mr. Justice Willes was quite clear that he had. Mr. Serjeant *Ballantine* then consented to a verdict for the plaintiff for £20. The *Times* mentions that the Court of Exchequer the term before last intimated that counsel had authority to bind their clients by agreement as to the amount of damages; and that at the Guildhall sittings not long ago counsel for the defendant in a similar case having refused to consent to a verdict for £20 the jury gave £100.

The members of the legal profession in the habit of attending the Doncaster County Court presented an address to W. Walker, Esq., on his resignation of the office of judge. Mr. Walker, in consequence of a serious illness, deemed it necessary to apply to the Lord Chancellor to have his list of courts considerably curtailed, and for the future his services will only be required at Sheffield and Rotherham. The address, expressive of the high regard in which Mr. Walker was held, was presented by Mr. W. E. Smith. Mr. Walker's successor is Mr. Wildman, of the Nottingham district, who will commence his duties at the January Court.

The magistrates of Kent have come to a decision respecting the paying expenses incurred in taking shorthand notes of cases heard at the Central Criminal Court. Some months since the Court of General Session for the county resolved upon taking the opinion of the Secretary of State whether the counties should be called on to pay the expenses. Sir George Grey, the then Secretary of State, recommended the counties to pay, charging the same to the Lords of the Treasury. But Mr. Walpole, the present Secretary of State, acting under advice, has decided that the charge upon the Government is illegal. Under these circumstances, on the motion of the Earl of Romney, the Court of Quarter Sessions have determined upon refusing, for the future, to pay any such charges made upon the county.

Mr. Balguy, Q.C., the Commissioner of the Court of Bankruptcy at Birmingham, has, in consequence of ill-health, obtained two months' leave of absence from his court, one of the registrars (Mr. Waterfield) being appointed deputy-commissioner. On the 9th inst., Mr. Waterfield, at the Notingham District Court, was addressed by Mr. Wadsworth, one of the solicitors practising in the court, who expressed the regret of the body to which he belonged at Mr. Balguy's illness, and testified to the able manner in which he had administered justice. An address, to the same effect, was presented to the Commissioner on behalf of the solicitors of Nottingham, Leicester, and Derby.

It has been considered that the absence of the glove was necessary to the due formality of an oath; but Mr. Baron Bramwell, in the Nisi Prius Court, at St. George's Hall, Liverpool, remarked, that he was not aware that it was necessary that the glove should be dispensed with. If the glove was off when the witness was called, all well and good; but if not, he did not know that there was anything which called for its removal.

The usual notices have been given that application is intended to be made to Parliament in the session of 1859, for an Act to authorise the Commissioners of Public Works to acquire certain houses and other property in Doctors' Commons, for the purposes of the Court of Probate and the Principal Registries and other offices connected therewith; and also for the purposes of such other courts and offices necessary for the public service, and in such manner as shall be prescribed by the Treasury, or by the intended Act.

Australian advices say, that Mr. David Hughes, the solicitor who absconded under bankruptcy a few months back, with liabilities and defalcations estimated at £200,000, has been arrested. The *Red Jacket*, in which he sailed, arrived out in eighty days, but the mail steamer having arrived twenty-four hours previously with the news of his flight, prompt measures were taken, and the property in his possession—about £500—was seized.

William Arrindell, Esq., C.B., Chief Justice of British Guiana, has received the honour of knighthood.

It has been decided that the next annual meeting of the National Association for the Promotion of Social Science shall be held at Bradford some time in the Autumn of 1859.

Recent Decisions in Chancery.

EXERCISE OF POWER BY WILL WITHOUT REFERENCE.

Davies v. *Davies*, 7 W. R. 85.

Upon the question, whether a devise or bequest in general terms will operate as an execution of a power of appointment over real or personal estate, the authorities are numerous and conflicting; but the modern tendency of the Court is generally in favour of holding such testamentary dispositions effectual as appointments. The question is always one of intention, whether the testator meant to exercise the power or not. In *Bennett* v. *Aburrow* (8 Ves. 609), Sir *W. Grant* laid down the rule, that it is not necessary there should be an express reference to the power:—"The intention may be collected from other circumstances, as that the will includes something the testator had not otherwise than under the power, that a part of the will would be wholly inoperative unless applied to the power." These words, it appears, must be understood with some restriction. If a testator gave all his real estate, and it turned out that he had no real estate, but a power to appoint real estate, the devise would operate as an appointment. If, again, a testator gave all his bank stock, and he had none, but a power over such stock, the power would be well executed. But in *Jones* v. *Tucker* (2 Mer. 533), we find Sir *W. Grant* saying, "if a person having no property at all, and only a power over a certain sum of money, gives that single sum, little doubt can arise as to the intention; but the question is, how we can get at the fact;" and he refused to direct an inquiry. The distinction upon which he went appears to be this:—If a testator made a general devise, he would be presumed to have had some specific property in view; and whenever the gift is specific, and it is ascertained, as it may be, by parol evidence, that the testator had no property to which the gift could apply, except under the power, such power would be well executed. But beyond this limit, parol evidence could not be adduced to influence the construction. This is probably the reasoning by which *Stuart*, V. C., arrived, in the case before us, at the conclusion, that the two dicta of Sir *W. Grant* above cited were "quite reconcileable"; but it may be doubted whether, if such a case as *Jones* v. *Tucker* were now to occur, the decision would not be different. There was a case just two years ago before the Master of the Rolls, of *Shelford* v. *Acland* (26 L. J., C. C., 144; s. c. 5 W. R. 170. See 1 S. J. 4), in which a married woman, having a general power under her marriage settlement over personal property worth rather more than £2600, in which she had a life interest for her separate use, and having no other property, by her will bequeathed £2600 to her husband; and this was held a good execution of the power, independently of the Statute of Wills, s. 27, as to which there is doubt whether would apply to such a case. Sir *J. Romilly*, in giving judgment, said, "Unless the will is an execution of the power it cannot be operative. Except under the power, or by her husband's license, she could not make a will. I do not feel pressed by the circumstance that it is a pecuniary bequest." Now it is to be observed that in *Evans* v. *Evans* (5 W. R. 169), a case decided ten days before the Master of the Rolls professed to follow *Lovell* v. *Knight* (3 Sim. 275), and it was there held that the circumstance that the donee, being a married woman, had no general testamentary capacity, made no difference. If, then, that ground for supporting the gift be taken away, there remains the simple case of a pecuniary bequest held to be a good execution of a power because the testatrix had nothing else to leave; and such a decision would, as we have seen, be directly opposed to that in *Jones* v. *Tucker*.

But whatever may be the authority of *Lovell* v. *Knight* as regards personalty, it has been distinctly decided in *Curteis* v. *Kenrick* (9 Sim. 443), that the rule as to real estate is different. The case was shortly this: By marriage settlement, freehold lands were conveyed to trustees during the joint lives of husband and wife, upon trust to pay one moiety of the rents to the wife for her separate use, and the other moiety to the husband; and after the decease of one of them to the use of the survivor; with remainder to the use of the children of the marriage; with remainder, in default of issue, if the wife should survive the husband, to the use of the wife in fee, but if not, then to such uses as she, notwithstanding her coverture, by her will, by her signed *and published* in the presence of, and attested by, three or more credible witnesses, should appoint, and in default of appointment, to the use of the wife in fee. The wife died in her husband's lifetime, having made a will which purported to be signed, sealed, *and delivered* by her, and by which, without referring to any power, she gave all the property of which she was possessed, whether real or personal, and also her reversionary interest or interests in any property or properties whatsoever, to her husband. It was held by the Court of Exchequer, upon a case sent for their opinion out of Chancery, that this will was a due execution of the power given to the wife by the settlement.

The present case is different in its circumstances from those before reported, and therefore probably it was easier to come to a conclusion on it. A father, on his son's marriage, conveyed a certain farm with other lands to the use of himself and his wife successively for life, with remainder to the children of the son. A power was reserved to the father by deed or will to charge all or part of the hereditaments thereby settled with any sum or sums not exceeding £500, for the portions of his younger children, and to create a term for raising the same. The father, by his will, purported to devise the farm to the son in fee, charged with the payment of legacies of £200, £200, and £100, to the testator's three daughters respectively. The will contained no reference to the settlement, and no limitation of any term, nor did the father otherwise exercise the power. Here, then, was a power to charge lands with a certain sum, and instead of exercising it the donee of the power devised the lands charged with the payment of the same sum. This case, said *Stuart*, V. C., was distinctly within the rule in *Bennett* v. *Aburrow*, and he declared that the sums were well charged upon the farm. The will in question was made in 1846, but as the power was limited to a particular class, the provision in the Wills Act—that a general devise or bequest shall operate as an execution of a general power—had no application to the case, which remained subject to the old law.

INJUNCTION—PARLIAMENTARY POWERS—EXCESSIVE EXECUTION OF WORKS.

Ware v. *Regent's Canal Company*, 7 W. R. 67.

The plaintiff had filed a bill for an injunction to restrain the company from maintaining the embankment and the works at the overfall of their reservoir at greater heights than were shown in the plans and sections deposited by them on applying for their Act of Parliament, and from constructing or maintaining any works otherwise than as shown in such plans and sections. The plaintiff was lessee of land adjoining the company's reservoir, under a renewable lease. The company being desirous to obtain an Act of Parliament for enlarging their reservoir, gave the notices required by the standing orders, and deposited plans and sections with the clerk of the peace. The plans showed the lines in which the enlargement was to take place, and the proposed limits of lateral deviation. The sections referring to the plans showed the respective heights of the existing top-water level and embankment above a datum line, and that the proposed top-water level and embankment would be raised to certain additional heights above such datum line. The Act was obtained on June 5, 1851. Compensation was awarded to the plaintiff for certain freehold lands taken under the Act and for damage to be sustained by the execution of the works; but this compensation did not extend to every possible damage that might accrue to the plaintiff's lands. The reservoir was finished in November, 1853. The embankment was higher than had been shown in the deposited sections, and the overfall was so constructed that it was possible to raise the top-water level above the height shown in the same sections. It appeared by the evidence that, if the water was kept up to the height mentioned in the deposited sections, it would necessarily flow over land of the plaintiff which the company had not taken. Once, in March, 1855, the water was raised above the height shown in the sections, but since that time it had always been kept below it. On that occasion for about a month a portion of the plaintiff's land not taken must have been flooded, but the extent of the flooding and of the damage caused by it, if any, were not shown. From 1855 to 1857, the plaintiff's land was occasionally flooded, but whether these floods were caused by the company's works, or by the natural conformation of the valley, was left doubtful. The overflowings, however, were not so constant as to appropriate the land to the purposes of the company. The plaintiff did not file his bill until December, 1856, being one year and eight months after the water had been reduced to such a level as to remove all ground of complaint of actual damage.

The first point urged against the company was, that they had not executed their works according to the deposited plans and sections; and it was contended on their behalf that they were not bound to adhere to the levels shown on the sections, but were only limited to the lines of lateral deviation indicated by the plans. But the Lord Chancellor held that the sections, as well as the plans, were incorporated in the Company's Act, so

that it prescribed a vertical as well as a lateral limit, within which the works were to be kept. The company, therefore, had transgressed their prescribed limits, and the plaintiff insisted that this transgression of itself gave him the right to an injunction, even if he were unable to show that he had thereby sustained injury. The Lord Chancellor, however, did not consider that such an abstract right belonged to any one of the public who happened merely to be within the range of possibility of injury. Where there had been an excess of parliamentary powers, no one but the Attorney-General had a right to apply to the Court to check it. But if any damage had resulted to the plaintiff's land from the excess of their powers by the company, in that case, although the plaintiff might maintain an action at law, the Court would not hesitate to grant an injunction.

The Lord Chancellor also considered the question, what would be the liabilities of the company on going to the extreme limit of their powers by raising the water to the height specified in the sections. The effect, as stated above, would be to cover other lands than those taken, but which they had had power to take under the Act. If this had taken place during the period when the compulsory powers of the company could have been exercised, the Court would have relieved the plaintiff by compelling the company to purchase the additional lands. But if lands they had no power to take, or, after their compulsory powers had ceased, lands which they had power to take but had not taken, were permanently flooded, the plaintiff might have obtained an injunction to restrain the permanent occupation of his land. But there was no evidence at all of any such permanent overflowing of unacquired lands of the plaintiff.

It was also possible to suppose damage resulting from an imperfect or defective execution of works. Upon this point the Lord Chancellor said that, assuming such a case to be made by the bill, he should have left the plaintiff to his remedy at law.

Lastly, there was the hypothesis of damage as the inevitable result of the proper execution of the works, causing an occasional flooding in contradistinction to a permanent submerging. If this were the true view of the case, the plaintiff must be left to his remedy under the 68th section of the Lands Clauses Act, which the Lord Chancellor thought would apply under such circumstances, according to *Broadbent* v. *The Imperial Gas Company* (7 D. M. & G. 436; s. c. 5 W. R. 272). It is, perhaps, not altogether clear that the remedy thus indicated would be a sufficient one. The case cited had been argued before Lord *Cranworth* and two common-law judges, and one of them, *Willes*, J., in giving judgment, said, "If an attempt were made to apply the 68th section to the damage present and future, it would be met by the impossibility of ascertaining at once the amount of the future damage." This observation does not seem inapplicable to the case of land liable to occasional flooding; but it would scarcely be contended that the remedy of the Lands Clauses Act was to be invoked whenever a flood occurred, nor, on the other hand, that the plaintiff must rest satisfied with compensation for a single flooding. It may, therefore, be doubted whether the case relied on by the Lord Chancellor does not rather tend to show that, on the hypothesis we are now considering, the plaintiff would be injured without redress.

The delay in taking proceedings weakened the plaintiff's claim for an injunction, and the decree of the Master of the Rolls dismissing the bill was affirmed.

PRACTICE—ADMINISTRATION SUMMONS—ASSIGNEE OF SHARE OF RESIDUE.

Whittington v. *Edwards*, 7 W. R. 72.

Several important questions of practice were discussed in this case. A testator died in 1803, and his estate yielded a clear residue, a share of which became vested in the plaintiff by assignment. In 1853, a residuary legatee instituted proceedings by summons against the executor and trustee, and obtained the usual order. Accounts and inquiries were taken and prosecuted, but no certificate had been made on 11th March, 1858, when further proceedings were stayed in consequence of the present plaintiff informing the chief clerk that the plaintiff in the summons suit was an insolvent when the summons was taken out. The present bill was filed on 14th April, and on the next day a supplemental order was made in the other matter and cause, giving the carriage of the proceedings to another person. At the same time the present plaintiff was served with a notice that he would be bound by the proceedings in the other cause, and might have liberty to attend the proceedings in it. The plaintiff, however, carried on his suit to a motion for decree, when the Master of the Rolls stayed the proceedings, and gave the plaintiff liberty to attend the proceedings in the other cause. The plaintiff appealed.

By 15 & 16 Vict. c. 86, s. 45, the right to obtain an administration summons is given to a creditor, or a specific, pecuniary, or residuary legatee, or the next of kin. The appellant insisted that he, being assignee of a residuary legatee, was not entitled to apply under this section, and this appears to be conceded, or, at least, was not denied, by the Lord Chancellor; but he thought that the plaintiff might have come in under the order, even though not entitled himself to institute proceedings. It is laid down in *Rigby* v. *Strangways* (2 Phill. 177), that where two suits are instituted for the administration of the same estate, and on a decree being obtained in one of them an application is made to stay proceedings in the other, the question to be asked is, whether the latter suit seeks anything more than can be obtained in the former. This decision was under the old practice, but the same principle will apply where the first suit was commenced by summons. The authorities relied on by the appellant only showed that the jurisdiction at chambers is confined to simple cases. Thus, in *Acaster* v. *Anderson* (19 Bea. 161), the executor insisted on a release, and it was held that, as there was no jurisdiction to set aside the release on summons, the order for taking the accounts was irregular. Again, in *Rump* v. *Greenhill* (20 Bea. 512), the Master of the Rolls said that, where there are complicated questions, involving the rights of various parties, that is sufficient cause to show why the common administration decree should not be made. Where there are such questions, the Court gives the defendant two or three weeks to file a bill to raise them, but if this be not done, the usual order will be made for administration. These cases, therefore, furnished no assistance to the appellant. Another and rather curious argument on his behalf, was founded upon the decision in *Phillipo* v. *Munnings* (2 My. & Cr. 309). In that case a sum of money had been bequeathed to an executor upon certain trusts, and had been by him severed from the personal estate, and the interest had for a time been applied upon the trusts of the will. It was held that a suit to make the executor account for this sum was not a suit to recover a legacy within the meaning of the Limitation Act, but was a suit to obtain a remedy for a breach of trust. "The fund," said Lord *Cottenham*, "ceased to bear the character of a legacy as soon as it assumed the character of a trust fund." In the present case, all the debts and legacies having been paid, the residue was invested in stock in the names of the executors, who, it was contended, thereupon became trustees in such a sense that the cestuis que trust had no remedy, or no sufficient one, against them under 15 & 16 Vict. c. 86, s. 45. But when it was argued that that enactment had no application to cases where it was sought to carry a trust into effect, the answer was, that the very order under which the plaintiff was required to come in had been obtained by a residuary legatee, and that similar orders were every day made at chambers.

The appellant's counsel further argued that, as the first suit had been instituted by an insolvent debtor, it was not merely irregular, but radically defective, and the proceedings under it were a nullity; and the case of *Levi* v. *Ward* (1 Sim. & Stu. 334) was relied on, which, however, only shows that when an order is "erroneous," and not simply "irregular," the principle of waiver does not apply to it. In *Chuck* v. *Cremer* (2 Phill. 113), Lord *Cottenham* said, that an existing order was not to be treated as a nullity. As long as the order stood it was to be respected, however certain it might be that an application to discharge such order would succeed. The Lord Chancellor referred to this case, and added that the proceedings "might be voidable, but were not void." The practical defect, as we have seen, had been cured by changing the carriage of the order, and it is very unlikely that the Court, in any branch of it, would allow these "voidable" proceedings to be disturbed.

OPENING BIDDINGS—AGREEMENT NOT TO BID.

Re Carew's Estate Act, 7 W. R. 81.

An application was made to open biddings after the chief clerk's certificate of sale had been confirmed, on the ground that two persons had agreed not to bid against each other, but that the agent of one of them should bid, and the purchase be shared between them on certain terms. The applicant relied on Lord St. Leonards' *Vendors and Purchasers*, p. 93, where it is said that "fraud will be a sufficient ground for opening the biddings," and one example given of fraud is, "if the parties agree not to bid against each other," and the case of *Watson* v. *Birch* (2 Ves. 50), is cited as an authority for this dictum. On perusing the report of that case, however, it will be found to

contain nothing whatever to the present purpose, except in the argument of counsel, who referred to *Scott* v. *Nesbit* (3 Bro. C. C. 475), and used these words: "The Court in that case thought that no addition of price alone could open the biddings; but if it could be clearly shown that there was any private agreement between the bidders not to bid against each other, that is a practice the Court ought to prevent. It was attempted to make out this, but the evidence was only hearsay, and it was positively denied by the defendant. Therefore the Court thought there was no ground for it." On further proceeding to examine the report of *Scott* v. *Nesbit*, it will be found that there is not a word there about this supposed private agreement, but merely the statement that, the report having been confirmed, the Court refused the motion to open biddings. It appears, therefore, that the counsel in *Watson* v. *Birch* was speaking only from his own private memory or information, as to what passed in *Scott* v. *Nesbit*, and the supposed authority resolves itself into an oral tradition of an obiter dictum of Lord *Thurlow* in 1792. This investigation shows that text-books of the highest reputation are sometimes put together in a very loose careless fashion. The Master of the Rolls treated the alleged authority as none, and thinking that the doctrine propounded to him could not stand of its intrinsic equity, refused the motion.

LANDS CLAUSES ACT—DEAN AND CHAPTER.

Re Hampstead Railway Company, 7 W. R. 81.

Where an ecclesiastical corporation has granted a beneficia lease, and a railway company purchases the lessee's interest, and also purchases the reversionary interest of the corporation, the latter purchase-money ought to be invested, and the rent reserved on the lease paid out of the dividends, and the remainder accumulated during the term, and added to the principal on its expiration. In *Ex parte The Dean and Chapter of Gloucester* (19 L. J., N. S., 400), an order in this form was made by *Knight Bruce*, V. C. In the case before us there was a petition by a dean and chapter for payment of dividends upon compensation money, in respect of their interest in lands, which were, with other lands, subject to beneficial leases. Under agreements with the tenants, the dean and chapter had power to let the lands on building leases, and to obtain the surrender of the tenants' interests. The valuation, however, purported to be made on the assumption that the tenants were to continue to pay the entire rent reserved by their leases. The Master of the Rolls, while fully adopting the principle of the above case, was of opinion that, under the circumstances, this property must be treated as in possession, and that the dean and chapter were, consequently, entitled to the entire dividends.

Cases at Common Law specially interesting to Attorneys.

CONSTRUCTION OF 7 & 8 VICT. C. 96, S. 57—ARREST ON JUDGMENT FOR DEBT NOT EXCEEDING £20.

Palmer v. *Farlar*, 7 W. R., Q. B., 51.

This was a question as to the proper construction of, and practice under, 7 & 8 Vict. c. 96, s. 57, by which provision, after reciting it to be expedient to limit the power of arrest then existing on judgments, it is enacted that henceforth no person shall be taken or charged in execution upon any judgment in any action for the recovery of any debt wherein the "sum recovered" shall not exceed £20, exclusive of costs. A judgment debtor taken or arrested in contravention of this enactment may apply to the Court, or a judge, for an order for his discharge; and he may afterwards sue the sheriff, or his officer, for arresting him, unless restrained (as he usually is) by the terms of the rule or order of discharge. In the case under discussion, the defendant was arrested on a judgment against him for upwards of £20. The action was brought on a judgment in another action against the defendant, at the suit of the same plaintiff, as the *drawer* of a bill of exchange; but, after the ca. sa. upon the second judgment had issued, the amount of the bill drawn by the defendant was paid by the *acceptor*, which left only the sum of £5, for costs of the first action, due on the judgment on which the defendant was arrested. The point to be settled by the Court was, whether the amount of the judgment being thus reduced below the £20, after the ca. sa. issued, but before its execution, entitled the party arrested to be discharged. The Court thought that he was not entitled, holding that the important question was the amount of the judgment at the time the ca. sa. issued, not its amount at the time the writ was executed, or at any subsequent period; and they consequently discharged the rule, and imposed, moreover, upon the defendant the costs of the application, as the motion had been made so as to throw the expense of the rule on the plaintiff if it had been made absolute.

The exact point thus decided on this provision does not appear to have been before raised, though it must often have happened that the sum on which a defendant has been originally arrested becomes reduced by periodical payments or other means below the £20. Perhaps the nearest case in point of principle to that under discussion (though it led to a different result) is that of *Johnson* v. *Harris* (15 C. B. 357). There the defendant had given a warrant of attorney to confess a judgment for £500, to secure payment of an annuity, and having made default in a half-yearly instalment amounting to £16, was taken in execution. The Court of Common Pleas discharged him from custody, holding that the words of the Act ought to receive a large and liberal construction, so as to effectuate the intention of its framers. Reading it in this spirit, they thought that although technically the £500 was the sum "recovered" by the judgment, the defendant could not be said to be in custody for a sum recovered exceeding £20, as he could at any time purchase his liberty for a less sum, viz. £16. Here, however, the £500 had not been reduced *after* the writ of ca. sa. issued, but was always, as it were, a formal and nominal amount. However, even in this case, the discharge was ordered with hesitation—both *Williams* and *Crowder*, JJ., stating that they had doubts which they only waived in favorem libertatis. In both cases the criterion resorted to by the Court was the actual debt secured by the judgment at the time the ca. sa. issued.

LAW OF CORONERS—QUASHING AN INQUISITION.

Regina v. *M'Intosh*, 7 W. R., Q. B., 52.

The law of coroners is deformed with several anomalies. The subject of their remuneration for holding inquests, for example, is far from being satisfactorily arranged, and the extent of their power over the persons of prisoners in custody on a magistrate's warrant is continually giving rise to unseemly contests. So long, moreover, as there are, or may be, appointed as coroners, persons not acquainted in any measure with law, the doctrine laid down by the Court of Queen's Bench, in the case under discussion, that their misdirection to the jury in point of law cannot be interfered with by quashing the inquisition found by them in accordance with such misdirection, appears to be a matter for regret. It establishes, in effect, that no "new trial" exists, with regard to the verdict of a coroner's jury, unless the error of the judge's ruling is disclosed by the inquisition itself. However ignorant the jury may be, by which, for example, a man is declared to be guilty of manslaughter, or however mistakenly the law of the case may be explained to them, the Queen's Bench (provided the inquisition returned be not bad on the face of it, and no fraud be alleged) has, it seems, no power to interpose. The person inculpated must be left to the slow deliverance afforded to him by the grand jury at the assizes. However, Lord *Campbell* has pronounced that, for the Queen's Bench to inquire into a direction given by the coroner not appearing on the record, and thus to interfere before the trial, would be "most mischievous;" and to such an authority, of course, the greatest deference is due. Yet we cannot but feel that the same result—viz. interference with the decision of the coroner's jury—is also produced, without much apparent harm, by the practice of quashing an inquisition when the fault therein does appear on record, or where fraud is alleged. Moreover, it would seem that the truth of this last allegation must, of necessity, be determined on affidavit, equally with the purport of the coroner's charge. As to an inquisition finding the defendant guilty of manslaughter (the verdict, which was the subject of the application under discussion, was to the same effect) being quashed for insufficiency on the face of it, there is a very recent instance, viz. *The Queen* v. *Pocock* (17 Q. B. 34). There the inquisition was held bad because it alleged that certain trustees feloniously neglected to repair a road, whereby the road became ruinous, and in consequence of which one W. B. received a hurt, of which he died. The Court held that the trustees by such neglect could not be said to be guilty of felonious homicide, to sustain a charge of which there must at the least be some personal neglect. In the report of the case under discussion the inquisition itself is not set out, but the ground of the application was, that whereas it appeared by the evidence before the coroner that a certain man had died from the injuries received in consequence of his cart running against a train, against the driver of which a verdict of manslaughter was returned, the coroner failed to

leave it to the jury to say whether the death of the deceased might not have arisen from his own misconduct, or from other causes, for which the driver was not responsible.

PRACTICE—WITHDRAWAL OF WRIT—WHETHER NOTICE SHOULD BE GIVEN TO SHERIFF OR BAILIFF.

Futcher v. *Hinder*, 7 W. R., Exch., 57.

This case touches, but throws no great light upon, an important branch of practice, viz. that which regulates the withdrawal of writs lodged at the sheriff's office for execution. Is the particular bailiff to whom the service of the writ has been given the proper party to serve with a notice that the writ is not to be executed, or should the notice be sent to his principal, the sheriff? If a notice is sent to the bailiff, and disregarded by him, is the sheriff liable for the writ being executed notwithstanding? What amount of obscurity in the notice itself will relieve from liability the sheriff or his bailiff, or either of them? These are some of the questions raised by the case under discussion, and respecting which the minds of the Barons of the Exchequer appear very undecided—the law being further complicated by a discrepancy which is stated to exist between the practice as to such notices prevailing in London and Middlesex and that followed in other localities. In the case under discussion (a country one), the attorneys for the plaintiff in a certain action sent to the bailiff, in whose hands they had lodged a ca. sa. against the defendant for execution, a letter to the effect, that the action had been arranged, and that they had given the defendant's attorney notice of withdrawal of the ca. sa. This letter the bailiff did not communicate to the sheriff, and afterwards executed the writ. For this the bailiff was sued by the party arrested, and the Court of Exchequer held the action to be maintainable, on the ground that, under the circumstances before them, the letter above referred to was a good notice to the sheriff, and made him liable to an action for the arrest, which liability was an essential condition to the liability of his agent, the bailiff. The Court, however, carefully guarded themselves from being supposed to lay it down as a general rule, that notice to the bailiff is a good notice to the sheriff; and seemed to intimate that, with regard to the smaller counties at all events, such was not the law. All they would say was, that, under the special circumstances of the case, they thought the letter addressed to the bailiff (though somewhat obscure in its terms) ought to have been taken by him, and therefore operated, as a good "notice of withdrawal," which he was bound to communicate to the sheriff; but that his not having done so did not relieve the sheriff from liability; and that, as the sheriff was liable for the arrest he authorised, so also was the bailiff for the arrest he actually effected. The Court also were clear, that if a warrant to execute be given to several officers, and notice of withdrawal to one or more of them only, and not to him by whom the writ is ultimately executed, here the sheriff (and consequently the officer executing the writ) would incur no liability, as in that case, at all events, notice to some of the bailiffs only would not be such a notice to the sheriff as he was bound to communicate to the rest of his officers. This doctrine was glanced at argumento in the recent case of *The National Assurance Association* v. *Best* (2 H. & N. 603), of which we gave some account in our preceding volume.*

ARTICLED CLERKS—ASSIGNMENT TO A FRESH MASTER—BETRAYAL OF SECRETS OF OFFICE.

Ex parte Loyd Ellis 7 W. R. (B. C.) 61. *In the matter of —— Attorney*, id. 62.

The first of these cases will be interesting to many of our readers, as illustrative of the desire of the Court to deal with the statute 6 & 7 Vict. c. 73, so as to prevent it pressing hardly on individuals. It was an application to the Court on behalf of Mr. Ellis to direct an assignment of his articles, the attorney to whom he was bound having become bankrupt. This contingency is expressly provided for by the 4th and 5th sections of the Act, which, in case of the attorney or solicitor to whom any clerk shall be articled becoming bankrupt or insolvent, or being imprisoned for debt, and remaining there for the space of twenty-one days, allows any court of law or equity wherein such attorney or solicitor is admitted, upon the application of the clerk, to order the contract of service to be discharged, or assigned to such person upon such terms and in such manner as the Court shall think fit, and to direct that the service under the new master shall count by way of supplement to that under the original articles. In the case under discussion the attorney to whom the applicant had been articled had not only become bankrupt, but had left the country. Before doing so, however, he had given a *power of attorney* to a friend to execute the assignment for him, and the Court held that this was the same thing, and within the relief intended to be afforded by the statute. It may be mentioned that in a similar application to the Court, in a case which occurred before the 6 & 7 Vict. c. 73 (*Ex parte Hancock*, 2 D. P. C., N. S., 54), and in which case, also, the attorney to whom the applicant was bound had left a general power of attorney with his brother, to execute all assignments, and do all other acts on his behalf, it seems to have been taken for granted, by the counsel for the applicant, that an assignment of the articles could not be executed under the power. In that case, however, the Court held that, under the circumstances, there was no need of any assignment at all, but made absolute a rule that the articled clerk might be allowed to serve the remainder of his time, without an assignment of the original articles, with any one who would be willing to receive him. And they directed service of the rule nisi to be made upon the brother who had the power of attorney, and by sticking it up in the office. This precedent may be useful in cases where service under the original articles has become impossible or undesirable, by reason of contingencies unprovided for by 6 & 7 Vict. c. 73, s. 5, or by any other provision of that statute. It is obvious that many such might arise—such, for example, as the master's insanity, an instance of which is reported in 6 Dowl. 505, under the name of *Ex parte Darbell*; and, again, in vol. 9, p. 526, under the name of *Ex parte Brown*; or his becoming imprisoned for some cause other than debt, as for some penal conviction. In such cases as these the power of the Court to discharge the articles seems to depend upon their general jurisdiction, rather than on any particular enactment; but it may be that, unless in the cases provided for by 6 & 7 Vict. c. 73, s. 5, the Court could order the service before the assignment to count for the purposes of the clerk's examination.

The second of the above cases is a painful one. It was an application from the master of a clerk about to be sworn and admitted to be allowed to read an affidavit in opposition, on the ground that the clerk had betrayed information acquired in his master's office. A question arose whether this affidavit could be read by the master in person, and the matter was ultimately undertaken by counsel. The opposition, however, was disallowed, on account of the indistinct and loose way in which the charge was alleged.

* Ante, vol. 2, p. 109.

Correspondence.

SUPERFLUOUS WITNESSES IN THE DIVORCE COURT.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—As the Divorce Court is making such slow progress—whilst suitors in some forty cases yet to be heard are waiting their turn, and have been so ever since the 26th of November, with their trains of country witnesses, at an enormous expense in the aggregate—it may not be amiss to convey a friendly hint to the solicitors conducting the same, to revise, and, if they prudently can, to purge their lists of witnesses with reference to the following incident experienced in a divorce case lately tried.

In the sittings after last Trinity term, an undefended suit was heard before the full Court, in which the petitioner could have proved all the facts necessary to obtain a divorce by the evidence of two witnesses only; but as one of them happened to be the brother of the husband, and the other the sister of the wife, the petitioner was advised by counsel (in writing) that the Court would naturally suspect (if not assume) collusion, and that disinterested testimony in corroboration of the two principal witnesses should be obtained, if possible. Further witnesses were consequently sought for and brought to town, at considerable expense. The Court, however, after a hearing of twenty minutes, declared itself satisfied, stopped the examination of further witnesses, and decreed the divorce.

Upon taxation, the Registrar disallowed *all* costs incurred in respect of the witnesses who were not actually examined, and that notwithstanding the production of counsel's written opinion that such further evidence was necessary.

The reason and object of such a severe rule is not very apparent, and tends much to perplex the practitioner, who, if his evidence had fallen ever so slightly short, might have been held responsible to his client for the loss of his suit; and the sooner it is rescinded the better for all parties, suitors as well as solicitors. But whilst it is permitted to exist, the solicitors who have charge of the numerous cases now waiting to be heard,

would do well to reconsider their evidence, with a view to dispensing with the further expensive attendance in town of such of their witnesses as there is any reasonable risk of the Court deeming superfluous.

I am, Sir, your obedient servant,

Dec. 14, 1858. A SOLICITOR.

LOCALITY OF THE PROBATE AND DIVORCE COURTS.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—Having read your important articles on the advantages which would result from concentrating the courts of justice of the metropolis, I am induced to call your attention to a project just brought forward by the Government, which, if successful, will very much militate against those advantages. I allude to the proposed erection of new buildings for the Courts of Probate and Matrimonial Causes at Doctors' Commons, and relating to which the usual notice of an intended application for power to take lands, &c., has just been given.

Now that these courts are thrown open to both branches of the profession, the inconvenience of their situation is already very much felt; and both it and the glaring inconsistency of separating these courts from the others will be still more perceived when all the common law and equity courts are located, as they must some time or other be, in the neighbourhood of Lincoln's-inn and the Temple.

But there is also another objection, that of principle. If the Government plan is successful, the great public benefits expected to result from the revolution in the old Ecclesiastical Courts, and for which the nation has paid, or is about to pay, so heavily, will be almost completely neutralised.

The inconvenience of the locality will be a serious bar to both branches of the profession practising there, and the business will, in point of fact, fall back into the old hands, who will thus get back again what they have been paid to relinquish, and all the benefits which were to arise from the infusion of new blood into the venerable practitioners of the old courts will be lost.

I therefore think that the new buildings for the Court of Probate and Matrimonial Causes ought to be erected near the proposed new courts of law and equity, and would suggest that some part of the Rolls estate should be chosen for that purpose. The places of deposit for the public records and testamentary documents would then be near each other, as, upon principle, they ought to be, and the offices of the new courts would be in the immediate vicinity of the offices of the common law and equity courts.

I have no doubt that the present offices at Doctors' Commons are insufficient for the transaction of the ordinary business there, and immediate steps of a temporary nature should be taken to remedy this; but I must protest against this being made the excuse for permanently locating the new courts in that most out-of-the-way and inconvenient situation.—Your obedient servant,

OLD SQUARE.

Lincoln's-inn, Dec. 17, 1858.

BANK OF ENGLAND PRACTICE.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—The practice of the Bank of England is a national question, and I therefore venture to inquire, through your columns, by what charter, prescription, or saving clause, the Bank claims exemption from the operation of modern statutes to facilitate the administration of justice, and which, when enacted, are supposed to be the law of the land.

For instance, the recent Act, 14 & 15 Vict. c. 99, s. 14, enacts that examined or certified copies of documents of a public nature, signed by the proper officer to whose custody the original is entrusted, shall be admitted in evidence. By virtue of this Act, the Court of Chancery, and all other courts of justice, accept extracts from parochial registers signed by the clergyman as evidence *per se*. No case of fraud has been known to result from this facility, and the saving of expense and labour has been found to be most beneficial to the public. But do the Bank adopt this salutary—this statutable reform? No; they require, when a death is to be proved in their books by evidence of burial, that the parochial certificate, whether signed by the clergyman or not, shall be specially compared with the original register, and that the person making the comparison shall prove the fact by a statutory declaration before a magistrate, in addition to proof of the identity of the person buried with the person named in the account. I have to-day despatched a messenger into Berkshire to obtain proof of this comparison. I had the alternative of employing the solicitor of the post-town, eight miles off, but I determined on sending my own emissary, as the least expensive course of the two. Expense is not the whole of the evil. Where evidence has to be obtained from the extremity of England, the transfer books being perhaps on the eve of closing, time may be of much more serious consequence.

Again, the Acts of 15 & 16 Vict. c. 76, s. 23, and 18 & 19 Vict. c. 42, s. 1, enact that oaths, affidavits, and affirmations made abroad before any British ambassador, consul, or consular agent shall, to all intents and purposes, be as valid as if made before any duly authorised person in England. Probably those Acts were passed to get rid of, amongst other difficulties, the very absurd provision of the 55 Geo. 3, c. 184, s. 50, requiring oaths and affidavits for Bank of England purposes made abroad to be sworn "before a judge or civil magistrate of the place." But the Bank decline the privilege. They ignore our ambassador or consul, and stick to the local authority, whether he be Turk, Hindoo, or Mussulman. Look at the printed forms of declarations issued by the Bank, and you will find your notice expressly directed, by a note at the end, to the old Act of Geo. 3 in all cases when the declaration has to be made abroad.

The Bank, while insisting on the protection of the "magistrate of the place," will not explain to the puzzled public how the cadi of Constantinople, or the aga of Jeddah, can administer a Christian oath in the terms of the foot-note.

I do not complain of the stringency of bye-laws which required Lord Bexley of the Treasury to be identified with Lord Bexley of Foots Cray, although there never was but one Lord Bexley; or which required Sir Robert Peel of Whitehall Gardens to be identified with Sir Robert Peel of Drayton Manor (cases known to have occurred); the general instructions to the officials being, that in every instance where the description does not correspond with the Bank books the stockholder must be identified; but when the Legislature removes difficulties by comprehensive laws intended for all institutions and classes, it does appear unaccountable that the public should suffer inconvenience by the Bank pertinaciously adhering to its own obsolete statues.

A FUNDHOLDER.

JEWISH OATHS.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—I see in yesterday's *Gazette*, notice of the appointment of a gentleman as a commissioner to administer oaths under the statute passed last session, "for the relief of her Majesty's subjects professing the Jewish religion;" I have referred to the statute, but can find no reference to any commissioner in it at all; but in the Act passed at the same time "to substitute one Oath for the Oaths of Allegiance, Supremacy, and Abjuration, *and* for the Relief of her Majesty's Subjects professing the Jewish Religion," the 3rd section does enact that "the oath hereby appointed shall be taken and subscribed in the same cases, and by and before the same persons, and at the same times and places as the oaths of Allegiance, Supremacy, and Abjuration, are respectively now directed to be taken;" but no particular commissioner is designated (indeed, the word does not occur in the entire Act); and as the oaths of Allegiance, &c., have heretofore been taken before an ordinary Chancery Commissioner, I should be glad to learn what the appointment in question *specially* means or empowers one to do beyond the every-day ordinary appointment of gentlemen, who are, like, sir, your obedient servant,

A COMMISSIONER TO ADMINISTER OATHS IN CHANCERY IN ENGLAND.

Professional Intelligence.

FORMATION OF A LAW LIBRARY AT CHESTER

The Solicitors of Chester have formed themselves into a society, for the purpose of founding a law library in that city. A dinner was given at the Albion Hotel, Chester, on Wednesday, the 15th inst., to inaugurate the society; at which about twenty-four persons were present, comprising nearly all the members of the profession in Chester. The chair was taken by Mr. W. H. Brown, the president of the society, the senior of the solicitors in Chester, and the vice-chair by Mr. Ford, the secretary, to whose energy and perseverance the formation of the society may be attributed.

Subscriptions to a considerable amount have already been contributed, and from the harmony and good feeling that prevail in the profession at Chester, there is every reason to believe that the undertaking will succeed beyond the expectations of its projectors. It appeared to be the wish of the members that a dinner shall take place annually, and there is

little doubt that if this wish is carried out it will tend to establish the society.

The advantages of these social unions of the profession cannot be over estimated. They soften the asperities which are too apt to arise between professional men resident in the same place, and as Lord Stowell has happily observed, they lubricate business.

It is to be hoped that the members of the profession in other towns will follow the good example set them by their brethren in Chester.

MANCHESTER LAW CLERKS' SOCIETY.

The members and friends of this society (about forty) dined together at the Bull's Head Hotel, Chester-road, Hulme, on Saturday, to celebrate the tenth anniversary of the society. Mr. James Taylor, the chairman of the society, presided; and Mr. John Tasker, the secretary, was the vice-chairman. After the usual loyal and patriotic toasts, the chairman, in proposing "Prosperity to the Society," alluded to its past useful career, dwelt upon its present flourishing condition, and urged upon his fellow-clerks the advantages to be derived by becoming members. Mr. Tasker read the tenth annual report, from which it appears that in July, 1857, the society possessed a fund of 581*l.* 16*s.* 10*d.* This sum has been increased by subscriptions and donations to 678*l.* 3*s.* 3*d.*, from which amount the expenses and outgoings for the past year have been deducted; those expenses having been more than usually heavy, greater sickness than is usual having unfortunately prevailed, and having in two instances terminated in death. Still, the exigencies of the society have been met out of the year's income, and the capital of the society has not been drawn upon; and after meeting all contingencies there is a sum of 53*l.* 5*s.* 11*d.* to carry over to the capital fund, making a total of 635*l.* 2*s.* 9*d.* in the society's favour.

CHANCERY VACATION NOTICE.

During the Christmas vacation, the chambers of the Vice-Chancellor Sir John Stuart will be open on the following days, viz. on the 24th, 28th, 29th, 30th, and 31st December, 1858, and 4th, 5th, and 6th January, 1859, from eleven till one, to dispose of applications for time.

WARRANT ABOLISHING CERTAIN FEES IN THE COURTS OF QUEEN'S BENCH, COMMON PLEAS, AND EXCHEQUER.

By last Friday's *Gazette*, the undermentioned Fees hitherto taken from suitors by certain officers in the Courts of Queen's Bench, Common Pleas, and Exchequer, are abolished, from Jan. 1, 1859.

Court of Queen's Bench.

FEES TAKEN BY THE USHERS.

	£	s.	d.
Every Nisi Prius jury cause	0	6	0
Bail justified in court	0	2	0
Every affidavit	0	0	6
Every person appearing on recognizance	0	2	0
Every fine	0	2	0
Every discharge	0	2	0
Exhibiting articles of peace	0	2	0
Every argument at law	0	4	0
Reversal of outlawry in civil actions	0	4	0
Acknowledging a deed in court	0	1	0
Persons turned over on habeas corpus	0	0	6
Record called in court and default	0	1	6
Witness bill of indictment, grand jury	0	0	6
Every trial at bar per day	2	0	0
Calling and swearing the jury on do.	0	6	0
Swearing the witness on do.	0	0	6
Attending the jury on do.	0	4	0
Every arrangement at bar	0	10	0
Bail taken at bar	0	4	0
Attendance in Court of Error	0	4	0
On the signing of every judgment	0	1	0
Every attorney signing the roll	0	5	0
Every attorney sworn in court	0	1	0

FEES TAKEN BY THE TIPSTAFF.

	£	s.	d.
Every common jury cause	0	3	6
Every special jury cause or indictment	0	7	0
Jury retiring	0	6	8
Jury in special cause or indictment	0	13	4

Court of Common Pleas.

	£	s.	d.
Usher, on trial of a cause, one fee	0	8	0
Train-bearer	0	2	0
Tipstaff	0	2	0
Court-keeper	0	2	0
Porter	0	2	0
Attending jury	0	4	0
On the argument of every special case, Usher, one fee	0	4	0
Attorneys on signing the Roll [Usher]	0	5	0
On the signing of every final judgment [Usher]	0	1	0
Affidavits [Usher]	0	0	6

Court of Exchequer.

USHERS' FEES.

	£	s.	d.
On every verdict taken at Nisi Prius	0	11	0
Attending jury on their retiring to consider their verdict at Nisi Prius	0	5	0
From every attorney on his admission	0	5	0
On every final judgment signed	0	1	0
On every revenue cause tried	1	8	0
Defendant's fees in every revenue cause	0	5	0
On the withdrawal of every revenue cause	0	12	0
For attendance during argument of any cause in the Special Paper or in the Court of Error	0	4	0
On every recognizance taken in Court	0	8	0
For receiving and returning a record called in Court	0	1	0
On every estreat delivered in Court	0	4	0
On every commission sworn in Court	0	4	0
For a person charged in execution in Court or turned over on Habeas	0	0	6
For acknowledging a deed in Court	0	1	0
For every person appearing on recognizance	0	2	0
For exhibiting articles of the peace	0	2	0
On every affidavit sworn in court, or before a judge at Westminster	0	0	6
For reversing an outlawry in civil cases	0	4	0
On the taking, adding, or justifying bail in court	0	2	0
On a trial at bar—each usher per day	0	10	0
Calling and swearing jury on ditto	0	6	0
Swearing every witness on ditto	0	0	6
Attending jury on ditto when they retire to consider their verdict	0	4	0
Allowance from the First Fruits' Office—quarterly	0	10	2
Allowance from the Queen's Remembrancer—yearly	2	10	0

COURT KEEPER'S FEES.

	£	s.	d.
On taking, adding, or justifying bail in Court	0	0	4
Every guardian admitted in Court	0	0	4
Every trial at bar	0	10	0

TIPSTAFFS' FEES.

	£	s.	d.
Commitments in execution by the Court	0	10	6
Prisoners taken into Court by rule of Court under the Lords Act	0	10	6
Trial at bar, each tipstaff, per diem	0	10	6
On trial of cause—London	0	3	6
On trial of cause—Middlesex	0	1	6

CAMPBELL.
A. E. COCKBURN.
FRED. POLLOCK.

ATTORNEYS TO BE ADMITTED.

Queen's Bench.

HILARY TERM, 1859.

Clerk's Name and Residence.	*To whom Articled, Assigned, &c.*
Anstie, Frederick, 30, Gower-street, New-square, Lincoln's-inn; and Lincoln's-inn-fields	G. W. Anstie, Devizes.
Armistead, Edwin, Leeds; and Stoke Newington	W. Bruce, Leeds; E. Butler, Leeds.
Baker, Charles William, 2, Adelaide-street, West Strand; Parliament-street, Westminster; and Manchester	T. Baker, Manchester.
Baker, Henry, Royston; and Upper Brunswick-street, Islington	H. Wortham, Royston.
Barber, Fairless, Brighouse, York	J. Barber, Brighouse.
Barnard, William, jun., 10, Gray's-inn-place	H. S. Lawford, Austin Friars.
Beck, William, 5, Shakespeare-terrace, Shakespeare-road, Stoke Newington	G. Tamplin, Fenchurch-street.
Bell, Henry Francis, Adelaide-road, Haverstock-hill; and Downham-market, Norfolk	F. B. Bell, Downham-market.
Bishop, Howard Arthur, Martyr Worthy; Southampton; St. John's-wood, Cirencester; and Raymond-buildings	J. Chubb, Cirencester.
Botcler, Frederic Lawrence, 16, Albert-terrace, Knightsbridge	W. H. Ashurst, Old Jewry.
Bradford, John, 65, Thornhill-square, Islington	R. Gardner, Leamington; R. S. Gregson, Throgmorton-street.
Burgoyne, Thomas, 21, Stratford-place	T. Burgoyne, Oxford-street.
Butler, Charles Edward Kingstone, Upper Clapton	G. Thomas, Mincing-lane.
Carter, William Rawson, Nottingham; and Bedford-row	C. H. Clarke, Nottingham.
Chapman, Ralph, Weston-super-Mare	B. Lovibond, Bridgwater; W. Glyde, Weston-super-Mare.
Clinch, James, 1, Harpur-street, Red Lion-square; and Leamington Priors	C. E. Large, Leamington Priors.
Copeland, John Brougham, 33, Acton-street; and Sheffield	W. and B. Wake, Sheffield.
Cowland, Lethbridge, 49, Lincoln's-inn-fields; and Launceston	J. L. Cowland, Launceston.
Dawes, Richard, jun., 9, Angel-court, Throgmorton-street; and Camberwell	G. Dawes, Angel-court.

Clerk's Name and Residence.	*To whom Articled, Assigned, &c.*
Dobson, James Metcalfe, 35, St. John's-wood-terrace	D. W. Wire, Turnwheel-lane.
Dowse, Henry Archibald, 36, Upper Charlotte-street	H. Webb, Argyll-street.
Drew, William Henry, 26, Holford-square, Pentonville	H. A. Reed, Guildhall-chambers.
Elieti, Robert, 1, John-street, Bedford-row; and Watton, Norfolk	E. R. Grigson, Watton.
Elwin, Edward, jun., 6, Vernon-street, Vernon-square, Hampstead-road; and Dover	E. Elwin, Dover.
Fearon, Charles Tatham, 14, Everett-street, Middlesex; Gray's-inn-square; and Sudbury	G. W. Andrews, Sudbury.
Foster, Frederick Charles, Bridgwater	B. Lovibond, Bridgwater.
Fowle, William, Northallerton	T. Fowle, Northallerton.
Garwood, Thomas, jun., 34, Bernard-street, Russell-square; Wells; and Bedford-row	T. Garwood, Wells; W. Flower, Bedford-row.
Greenfield, Francis Charles, 3, Lancaster-place, Strand; and Wandsworth	E. Gough, Gray's-inn; J. C. Williams, Lancaster-place.
Haggard, Edward, 5, Great Cumberland-street	J. A. Young, Poultry.
Hales, Francis Richard, 10, Willow-cottages, Canonbury; and Crosby-square	R. B. Baker, Crosby-square.
Hannay, Charles James Jenkins, 41, Great Russell-street, Bernard-street; Calthorpe-street; and Nottingham	R. Enfield, Nottingham; G. Rawson, Nottingham; W. Enfield, Nottingham.
Harris, Charles Rice, 13, South-place, Kennington-park	J. G. H. Owen, Pontypool.
Harrison, Thomas Haydon, Enfield	A. E. Finch, Gray's-inn.
Harvey, Thomas Henry, Liverpool; and Birkenhead	C. Falcon, Liverpool.
Hawksford, Francis, Wolverhampton; and Winchester-street, Pimlico	J. Hawksford, Wolverhampton.
Hickes, John, 24, Charlwood-street, Belgrave-road	J. Sims, Cheadle.
Hill, Humphrey Grylls, Helston; and Bernard-street, Russell-square	F. Hill, Helston.
Hills, Charles, 47, Baker-street, Lloyd-square; and Deal	G. Mercer, Deal; J. B. Edwards, Deal.
Hopps, Joseph, 6, Lansdowne-road, Kensington-park, Notting-hill; and Grange-road, East Dalston	G. Rawson, Leeds.
Hyde, Thomas Gaunston, 3, Grenville-street, Brunswick-square; and Worcester	J. Tymbs, Worcester.
Ivens, Thomas Frederick, 33, Herbert-street, New North-road; Finsbury; and Banbury	J. Fortescue, Banbury.
Iveson, Arthur, jun., 4, Oxford-terrace, Kennington; and Hedon	A. Iveson, Hedon.
Ivimey, Henry, 1, Ampthill-square, Hampstead-road	J. Ivimey, Southampton-buildings.
Jackson, George Frederick, 3, Hugh-street, Belgrave-road, Pimlico; Lincoln's-inn-fields; and Plymouth	W. Marshall, Plymouth; W. Bennolls, Lincoln's-inn-fields.
Jones, John, 2, Francis-street, Torrington-square; and King's-square, Islington	B. Evans, Newcastle Emlyn.
Kendal, John, Bath	E. King, Bath; W. G. Powell, Bath.
Langridge, William Kirby Johnson, 35A, Great Cumberland-place, Hyde-park; Brunswick-square; and Hove, near Brighton	G. P. Hill, Brighton; H. C. Chilton, Chancery-lane.
Leadbitter, Edward, York	R. Leadbitter, Newcastle-upon-Tyne; H. Newton, York.
Leake, Richard Francis, 4, Norfolk-road-villas, Bayswater; and Kenilworth	W. S. Poole, Kenilworth.
Leather, Alexander William Dow, Leeds	J. W. Atkinson, Leeds.
Lewis, Rayner, Tewkesbury; and Nottingham	L. W. Lewis, Tewkesbury; J. T. Brewster, Nottingham.
Meadows, George, Hastings	E. Martin, Battle.
Mole, Richard Lovelace Homer, Birmingham	F. Mole, Birmingham; J. S. Newton, Birmingham.
Neale, Thomas, Wootton Rivers; and Holywell-street, Westminster	C. J. Barnes, Lambourne.
Nepean, Thomas Nanspean, Launceston	R. Peter, Launceston.
Newstead, Christopher John, Otley	H. Newstead, Otley.
Norton, Charles, Blandford	H. Moore, Blandford; J. Cooke, Over; G. M. Wetherfield, Basinghall-street; J. B. May, Russell-square.
Paine, Edward Chitty, 6, Frederick-place, Caledonian-road; and Bury St. Edmunds	J. Greene, Bury St. Edmunds.
Parker, Frederick Searle, East Barnet; and Bedford-row	H. Parker, Bedford-row.
Passman, Henry Consett, Stafford	C. B. Passman, Stafford.
Payne, Robert, 46, Noel-street, Islington; Warwick-street, Regent-street; and Oxford	J. M. Davenport, Oxford.
Phillips, John Wright, Beverley	H. E. Silvester, Beverley.
Reed, Frederick Wood, 59, Friday-street, Cheapside; and Bedford-square	F. J. Reed, Friday-street.
Reed, Theophilus Paythorne, 1, Guildhall-chambers, Basinghall-street; and Walworth	P. O. H. Reed, North Petherton; J. H. Bingham Carslake, Bridgwater; H. A. Reed, Guildhall-chambers.
Ridsdale, Francis Thomas, Leeds	T. E. Upton, Leeds.
Rolfe, Richard, Hastings; and London	W. B. Young, Hastings; J. Rogers, Jermyn-street.
Rooke, Abraham, 29, Alfred-street, River-terrace, Islington; and Birmingham	J. Partridge, Birmingham.
Saul, Silas George, Carlisle	S. Saul, Carlisle.
Sherley, Lewis Vincent, Barnet; and Essex-street, Strand	H. Jackson, Essex-street.
Slater, James, 26, Warwick-place, Pimlico	J. H. Thursfield, Wednesbury; J. Morris, Old Jewry.
Smale, Clement, 4, Ormond-terrace, Regent's-park; and Bedford-row	J. S. Torr, Bedford-row.
Smith, Henley Grose, Upper Clapton	G. Alliston, Throgmorton-street; J. Maynard, Coleman-street.
Sorrell, John Brockett, 29, Nicholas-street, Charrington-park, Mile End	J. E. Shearman, Great Tower-street; J. Sorrell, Mark-lane.
Sowerby, Thomas, Stokesley	J. P. Sowerby, Stokesley.
Starling, Benjamin, Battersea	C. G. Jones, Gray's-inn-square.
Stewart, Thomas Ward, Newcastle-upon-Tyne	P. H. Stanton, Newcastle-upon-Tyne.
Suter, Alexander, 23, Torrington-square; and Halifax, Yorkshire	E. M. Wewell, Halifax.
Taylor, Joseph William, 7, Leonard's-place, Kensington; and Bakewell	J. Taylor, Bakewell.
Taylor, William, Walsall; 4, Rifle-terrace, Queen's-road, Bayswater; and Museum-street, Middlesex	C. E. Darwall, Walsal.
Thompson, John Robert, Newcastle-upon-Tyne	W. E. Brockett, Newcastle-upon-Tyne.
Till, Frederick James, Clapham-common	J. M. Clabon, Great George-street.
Toller, Alfred Weyman, Hampstead	W. Gribble, jun., Abchurch-lane.
Trotter, John, Bishop Auckland	W. Trotter, Bishop Auckland.
Vaughan, Walter Henry, Forest-hill	R. N. Forster, Crosby-square; L. Jacobs, Crosby-square.
Ward, John, 36, Arlington-street, Camden-town	J. K. Mosely, Old Jewry-chambers.
Wardan, John Charles, 39, Baker-street, Lloyd's-square, New North-road; and Birmingham	J. P. Motteram, Birmingham; F. Knight, Birmingham.
Warren, George Gordon, The Towers, Market Drayton, Salop; Stourbridge; and St. Petersburgh-place, Bayswater	J. L. Warren, Towers, Market Drayton; W. B. Collis, Stourbridge; H. S. Westmacott, John-st., Bedford-row.
Wedgwood, James Mackintosh, 17, Cumberland-terrace; and Hartfield, Tunbridge Wells	J. M. Clabon, Great George-street.
Western, Edward Young, 4, Caroline-place, Guildford-street; and Poultry	E. Western, Great James-street; J. A. Young, Mildred's-court.
White, Walter, Exeter; 24, Charlwood-street, Pimlico; and Woodbury	E. Force, Exeter.
Wire, Travers Barton, Lewisham-road	H. Child, Turnwheel-lane.
Worman, Robert Aloysius, 129, Sloane-street	M. T. Gunn, Sloane-street.

HILARY TERM, 1859, PURSUANT TO JUDGES' ORDERS.

Barker, John Edward, 10, Bolton-street, Piccadilly; and Aylesbury	R. Rose, and J. Parrott, Aylesbury.
Bloxam, William Tucker, 16, Lower Bedford-place, Russell-square; and 1, Bedford-row	C. J. Bloxam, Lincoln's-inn-fields; J. J. Blandy, Reading.
Hearfield, John, jun., Kingston-upon-Hull	C. Preston, Kingston-upon-Hull.

Ireland.

DUBLIN, THURSDAY.

COURT OF CHANCERY APPEAL.

In re Craig.

This was an appeal from a decision of the Court of Bankruptcy. The Lord Chancellor stated that Mr. Craig, a trader of Belfast, had, in the month of August in the present year, presented a petition (under the Bankruptcy and Insolvency Act, 1857, 20 & 21 Vict. c. 60), in order that an arrangement might, if possible, be effected with his creditors. A few of his English creditors opposed the proposed arrangement, on the ground, that, before the filing of his petition, trader-debtor summonses had been served by them under the same Act, after which, as they contended, the petition for arrangement could not proceed. Prior to the issuing of such summonses, the debtor had called a meeting of his creditors, when the great majority of them (fourteen-fifteenths in number, and two-thirds in value) had agreed to accept a composition of 6s. in the pound.

The petition for arrangement had been dismissed by the judge of the Court below; and from his order of dismissal the present appeal had been brought. His Lordship considered (the Lord Justice of Appeal concurring) that the petition having been filed in the manner prescribed by the Act, and an order for protection having been made on it, the bankrupt was entitled to the benefit afforded by the statute, and that the order of dismissal could not be justified, in the absence of any express enactment, declaring that that mode of procedure was superseded by the issuing of the trader-debtor summonses. The consequences, if this were so decided, would be oppressive to the trader, placing him at the mercy of any one selfish creditor. The order, not being warranted by any section of the statute, must be reversed.

COURT OF PROBATE.

Revocation of Will by Marriage.

Otway v. *Sadleir.*

Prior to the passing of the Wills Act (1 Vict. c. 26), although the marriage of a woman revoked any will made by her, the marriage of a man had not that operation, except under particular circumstances. Marriage and the birth of a child together operated to revoke a will; although neither of those events separately would amount to a revocation; but it was allowable to inquire into the nature of the provision made by the testator for his wife or child, and where they were provided for, or where the revocation, if established, would not benefit them, the will was not considered as revoked (1 Jarm. 2nd ed. p. 107). The new Wills Act introduced a more stringent rule as to revocation by marriage—one which prevails alike under all circumstances—and cannot be modified or affected by any considerations founded on the peculiar features of the case. It has always been understood, that, by force of the section enacting that marriage shall operate as a revocation of the will, any will must necessarily be so revoked notwithstanding the obvious intention, or even the express declaration, of the testator. In other words, it is now impossible to prevent the intestacy of any man dying immediately after his marriage. This so obviously results from the enactment referred to, that it is somewhat surprising to find that a contrary doctrine was solemnly stated in argument in the Court of Probate, a few days since, in the case of *Otway* v. *Sadleir*.

The circumstances of that case were as follows:—The Rev. Dr. Sadleir, a senior Fellow of Trinity College, Dublin, on the morning of his marriage, in the year 1856, and in contemplation of that event, made his will, without professional advice, but properly signed and attested. That will bequeathed a pecuniary legacy to his niece, an annuity to his brother, and the rest of his property to his then intended wife, whom he therein described as his "wife Georgina," and to whom he was actually married half-an-hour after the execution of his will. He died intestate in 1858. The present application was made under a General Rule of the Court authorising the judge to allow further pleadings to be filed, if necessary, and was an application, on the part of the executor named in the aforesaid will, for permission to file a replication, setting forth the circumstances of the execution of the will, and submitting that the will was not revoked. The present argument was, in effect, the argument of a demurrer to such pleading. For the plaintiff it was contended, that, the intention of the testator being clear, the Court should give effect to that intention; and, secondly, that although the marriage ceremony was performed last, yet, taking place on the same day, both acts should be considered as part of the same transaction, the law not taking fractions of a day into consideration. The defendant, on the other hand, relied on the plain words of the 18th section of the Wills Act, by which a will is revoked by marriage. Judge Keatinge, in giving his decision, stated the facts of the case, and said that, although fractions of a day were not in general regarded by the law, yet where the rights of parties were affected, as in this instance, days and hours would certainly be divided. The rule contended for would, if admitted, render it doubtful whether a will executed on any given day could be revoked by a deed or will executed at a later period in the same day. The marriage here was subsequent in point of law as well as in point of fact, and the plaintiff must fail unless he could succeed on the point of intention. Now the 18th section of the statute contained no qualification as to the intentions of the testator. It was framed in the most clear and direct manner; and if the testator's intention were to be allowed to weigh against a positive enactment, how could the Court ever consistently pronounce wills inoperative merely by reason of the required formalities as to execution and attestation not having been observed? Moreover, throughout the Act, wherever the Legislature had intended that the intentions of testators should be considered, care had been taken to express it so. Qualifications could not be introduced which were not to be found in the Act. The law was perfectly plain, that the will must be considered as revoked by the subsequent marriage of the testator.

The Court intimated, that, as the executor named in the will was justified in raising the point, no costs would be given against him; and if he were content to abide by the decision given, his own costs might probably be allowed out of the estate; but

Counsel for the plaintiff (*Warren*, Q.C., and *F. White*) were not prepared to say whether there would be an appeal to the Court of Appeal or not.

LEGAL APPOINTMENTS VACANT.

Edward Tickell, Esq., who has been for more than a quarter of a century the much-respected chairman (or County Court Judge) for the county of Armagh, has retired. The vacancy thus created has not yet been filled up; but it is rumoured that the appointment will be conferred on Mr. Thomas R. Henn, Q.C., son of the late William Henn, M. C., and son-in-law of the Lord Justice of Appeal (Blackburne).

The Crown Solicitorship for the county of Antrim has just become vacant in consequence of the death of Mr. Neil J. O'Neill. From a biographical sketch of Mr. O'Neill, which has appeared in a Dublin journal, we learn that he was a native of Antrim, but has resided in Dublin for the last half century. In 1807 he entered the service of the General Post Office, Dublin, and speedily became head of a department. In 1827 he resigned, and commenced practice as a solicitor. In 1835, he was appointed by the late Sir M. O'Loghlen, Bart. (then Attorney-General) Crown Solicitor for Antrim; and the duties of that office he discharged with fidelity and credit up to the time of his death, which occurred at the age of seventy-three.

Report of the Lords' Committee on Private Bill Business.

SELECTIONS FROM THE EVIDENCE.

George Pritt, Esq., *Parliamentary Agent.*

(*Continued from page* 14.)

I believe that there is intellect and ability sufficient to enlarge the Parliamentary bar very much; and that if ever such a period were to arrive again as 1846, you would have a large increase of the Parliamentary bar, because there would then be a necessity for taking untried men, and somebody or other must incur the risk; but so long as there is a bar which practically gets through the work, it is very rarely that new men are introduced, from the fear that they may not be competent men.

Many of them come in as juniors and attend committees for some years with very little practice, and get into the business by degrees—that is the means by which most of those now practising at the Parliamentary bar have risen, and others are rising. No doubt there are gentlemen practising at the Parliamentary bar who are qualified to act as leaders, and who do occasionally. There is no rule of the Parliamentary bar that a silk-gownsman shall have a stuff-gownsman with him, which is the rule of the other Courts.

Counsel do not, I think, attend regularly before Parliament without being engaged, simply to hear the cases, and to obtain knowledge on the subject. During the time that the Courts are sitting, we very often see gentlemen in their wigs and gowns standing in the committee-room, apparently more from curiosity than from a desire to learn.

I think not only railway companies, but also other parties promoting Bills before Parliament, if they were to be limited to taking those counsel who could attend, and would attend, de die in diem, would be precluded by that rule from taking the most leading men; because I do not think that those leading men would consent, or could in justice be asked to consent, to take only a single case, or if they did they would have a much larger fee. Although the number of counsel to appear before the committee might be limited, such a limitation would by no means affect the number of counsel who might be consulted out of the committee-room upon the conduct of the Bill; but the difficulty is not so much the advice out of the room as it is the conduct of the case before the committee. Consultations frequently are of very great importance, unquestionably; they are, however, occasionally of less value. No doubt everything which would tend to uniformity of decision by a tribunal must be beneficial to the suitors before it, because you remove uncertainty, and you make the matter to be considered and

decided upon by that tribunal come comparatively within the bounds of clear anticipation. No other practice than the present could be adopted with regard to the remuneration of counsel which would considerably reduce the expense in an ordinary case, that is, in the case, say, of a railway company promoting a Bill in Parliament. I think there are case in which one would be glad to see some change take place, if possible, by which the services of a counsel for a petitioner against a Bill, for instance, might be retained at smaller cost than is inevitable under the present system. I do not know that a change can be adopted, excepting by the concurrence of the bar, it being entirely a bar regulation. The fee to counsel is an honorary fee; a counsel is not able to recover his fee by action, or in any other way; and it strikes me that it would be a matter for the bar themselves to consider, rather than that those who do not belong to that profession should express an opinion upon it. The difficulty which one feels is this, that, in the case of an opposition to a Bill, you cannot have the services of counsel under thirty guineas; and that, no doubt, is sometimes a very heavy tax upon a petitioner having a single point to discuss. If any arrangement could be made in that respect, I think it would be a boon. Part of that thirty guineas is an addition which has taken place within my experience; and, certainly, the charge of thirty guineas for the attendance of a counsel for one day may be more than an adequate remuneration for the services obtained.

The practice of a distinguished leader at the Parliamentary bar is not likely to lead to judicial appointments and to the higher grades of the profession, so much as practice in the Court of Queen's Bench or in the Court of Chancery, I apprehend. Whether that may have had any influence upon the higher fees which are given at the Parliamentary bar I cannot say. I think that that would be a very proper consideration to bear in mind when regulating the fees for the future.

With regard to surveyors' and engineers' accounts I am not aware that in the whole of my experience I ever saw an engineer's account sent in; I am perfectly ignorant as to the mode in which they charge, or the amount of their charges; of course, in order to have taxation of any sort, it would be necessary, in the first instance, to have a scale to guide the taxing master. As to whether or not it would be competent to lay down a scale, I admit myself unable to express even an opinion, being totally ignorant of the mode in which engineers and surveyors are in the habit of charging for their professional services. I think, it would not be reasonable to submit the charges of any class of gentlemen to taxation, unless you submitted all to taxation; the rule must be universal, otherwise you are selecting from the community one particular class, upon whom you put a sort of stigma, that they are persons who cannot be trusted to make their charges right, or to receive their charges until somebody has inquired whether those charges are reasonable or not. I confess that I think it would be a stigma. You have no scale for a physician's fees, for a surgeon's fees, or for the fees of many other professions. A physician, according to his skill and ability and experience, or his fashion it may be, is entitled to charge, and does charge, and does receive the fee which his patient chooses to pay him; and he is not subject to the condition of not being entitled to receive anything he chooses to demand. But, it is said, in the case of a physician, the apothecary's bill is not included, whereas, in the case of a solicitor's bill the charges for engineers, surveyors, and others, are included. Now, I apprehend that, if a solicitor's bill were sent in, including a charge for witnesses and for payments which he had made to surveyors and others, he would be obliged to produce the vouchers for those payments, before the taxing master, if his account were taxed, would allow it to pass; but that would only go part of the way, because you must then revert to the question, whether he had paid the engineers and surveyors and witnesses a reasonable or an unreasonable sum for their services: as between the solicitor and the taxing-master, the mere production of the vouchers would be sufficient.

I had once before occasion to give evidence before a committee, when the taxation was first established in the House of Commons, and I believe there were none of us then who raised the slightest difficulty to the system of taxation being adopted, and to a scale being fixed. What we did object to was, the obligation upon everybody to tax. We never had any objection to a means being afforded by which the reasonableness or otherwise of the charges which we had made might be ascertained. I understood the question which was put to me to refer to compulsory taxation, and to that only I was answering. I do not think that it would be reasonable that any class of gentlemen, be they whom they may, should be placed in the position that the person for whom the service has been rendered should not be at liberty, if he pleases, to pay the charge which is made, but should be compelled himself to have the account taxed before he is allowed to pay it: that I understand by compulsory taxation. A scale being fixed, which scale, if the bill were taxed, should not be exceeded, would be a totally different question. It might be desirable to secure a uniformity of practice with regard to the remuneration of witnesses and the payment of the Parliamentary expenses included in the solicitor's bill, and that object might be attained by a compulsory taxation, which could not be considered in any degree a stigma or reflection upon the professional gentleman himself, but which would aid and assist him in keeping down the expenses for his client, no doubt, to a certain extent; at the same time, I can apprehend many cases which might arise where the attendance of a witness before a committee, a scientific witness or instance, might be very desirable, and where the witness might object to attend unless he received a sum larger than the taxed amount, that would doubtless be a matter for the taxing-master to consider. But in the meantime the solicitor has to do his duty to his client, and to get the evidence which he believes to be important. I assume the case of some scientific witness, whose evidence the solicitor can only get by paying him a large sum for coming to give his evidence; he includes that in his account as a payment made; his account is compulsorily sent to the taxing-master to be taxed as against the solicitor himself, and as against his client; and instead of the sum which he has given to the scientific witness, he is allowed one half of it; upon whom is the loss to fall? Upon the solicitor, who has done his duty to his client by getting the best evidence? Not upon the witness, because he has already received the money, and it would be difficult to make him refund. I wish to draw a distinction between a compulsory taxation and a facility being given for taxing, so that anybody who has to pay a bill shall say, "I think this bill is exorbitant, and more than ought to be paid, and I will have it taxed." It is one thing to have a system by which the exorbitancy of a charge may be tested, and it is another thing to say that a man who has employed the services of another shall not be at liberty to pay that other what he has charged, although he himself may think it reasonable, until it has been submitted to some tribunal to ascertain whether or not it is reasonable.

I do not know what the practice as to paying witnesses is.

In the statements which I made with regard to the expenses of Bills, I have certainly not included Turnpike Bills, as I had not myself, in those years, any Turnpike Road Bill. The list of opposed and unopposed Bills contained only Railway Bills, and the list of unopposed Bills did not contain a Turnpike Bill. As to the expense of passing a Turnpike Bill, I think that the professional charges vary from about £110 to £130, assuming it to be an unopposed Bill, and the Treasury pays the fees. The actual payments made are not very considerable; there is the printing of the Bill, which is of course paid by the trustees. I should think that the total cost of an unopposed Turnpike Bill would be under £200, say £180.

Metropolitan and Provincial Law Association.

MR. CHARLES AUGUSTUS SMITH'S PAPER.

(*Continued from page* 55.)

"It must be admitted that the present retail beer-shop system is so objectionable that some remedy must be found. No plan of merely individual punishment for offences in such houses will be sufficient to remedy the existing evils; no system of certificate or surety bonds will avail. The only probable mode of checking and mitigating the evil will be—first, to establish a very stringent code of police regulations, as to the hours of opening and closing such houses, and the general conduct of the same, and, if possible, the purity of the beverages sold therein; and, secondly, to limit the number of such houses, and thereby attach to the premises licensed a specific privilege liable to be taken away for misconduct, which will give to all parties concerned in the property an interest in preventing the occurrence of such malpractices. The only body in whom the necessary discretion of fixing the number and situation of such houses, and the persons to keep them, can be conveniently vested, is the magistracy of the kingdom, in their several petty sessional divisions, in the same manner as with respect to public-houses at the present time, and, if thought advisable, some useful suggestions emanating from the Home Office might be issued to the several divisional petty sessions throughout the kingdom, as to the mode of licensing and carrying into effect the laws for the regulation of such establishments.

"It would be dealing imperfectly with the subject to omit

all notice of the recent inquiries and proceedings of Parliament in relation to this important question.

"1. In the year 1853, a select committee was appointed by the House of Commons to examine into the system under which public-houses, hotels, beer-shops, dancing saloons, coffee-houses, theatres, temperance hotels, and places of public entertainment, by whatever name they may be called, are sanctioned, and are now regulated, with a view of reporting to the House whether any alteration or amendment of the law can be made for the better preservation of public morals, the protection of the revenue, and for the proper accommodation of the public.

"This committee consisted of the following members; viz.—Mr. William Brown, Mr. Fitzroy, the Earl of March, Sir George Grey, Mr. Charles Villiers, Sir John Pakington, Mr. Beckett, Mr. Barrow, Sir George Goodman, Mr. Gregson, Lord Dudley Stuart, Mr. Forster, Mr. Packe, Lord Ernest Bruce, Mr. Deedes; to whom, by way of substitution or addition, were afterwards joined—Mr. Ker Seymer, Mr. J. L. Ricardo, Mr. Lowe, and Mr. Sotheron. This committee pursued their inquiries during the session of 1853, and had before them upwards of sixty witnesses, involving 10,193 questions, the witnesses consisting of justices of the peace for some half dozen counties (including Middlesex and Lancashire), police authorities, parties connected with associations of licensed victuallers, beer-sellers, brewers, wine and spirit merchants, and retail beer-sellers. The result was, a report to the House of the evidence taken, and a recommendation for the reappointment of the committee in the ensuing session. In the following session of 1854 the inquiry was resumed, the committee consisting of the following members; viz.—Mr. William Brown, the Judge Advocate, Sir George Goodman, Sir George Grey, the Earl of March, Sir John Pakington, Mr. Beckett, Mr. Barrow, Mr. Gregson, Lord Dudley Stuart, Lord Ernest Bruce, Mr. Packe, Mr. Sotheron, Mr. Lowe, and Mr. Ker Seymer. About forty further witnesses were examined, the number of questions being 4818; and the committee made a report upon the subject referred to them, containing several recommendations for the amendment of the law, the only one of which actually adopted and carried into effect was that having relation to the better observance of Sunday, and which terminated in the 'Act for regulating the Sale of Beer and other Liquors on the Lord's-day.'

"The evidence given to the committee affords, undoubtedly, much valuable information on various matters of detail emanating from the experience of clergymen, magistrates, justices clerks, commissioners and superintendents of police, licensed victuallers, brewers, beer-shop keepers, and others; but much of the time of the committee, and the space of the appendix of evidence, appears to have been occupied in the investigation of special cases of alleged injustice on the part of magistrates in the grant and refusal of licenses to public-houses, which, after all, exhibited that absence of real grounds of grievance which is usually met with in cases of complaints put forth by unsuccessful suitors before judicial tribunals. The following are some of the most important practical witnesses called, whose testimony generally tends to show the evils of the present open retail beer-house licensing system, and the necessity for some stringent measure with reference to that class of houses, viz. Mr. Police Commissioner Mayne; Mr. Turner, M.P., an active county and borough magistrate; Sir E. Armitage, the Mayor of Manchester; Mr. Danson, the Secretary to the Liverpool Licensed Victuallers Association; Mr. Alderman Wire, of London; Mr. Pownall, the Chairman of the Middlesex Sessions; Mr. Haynes, the Superintendent of Police at Southwark; Mr. Tubbs, the Chairman of the Kensington Petty Sessions; Captain Harris, the Superintendent of the Hampshire Police; Mr. Henry Smith, the Mayor of Birmingham; and Mr. Stephens, the Superintendent of Police of the same place; and Mr. Kemshead, Justice of the Peace for Middlesex. The evidence adduced on the second inquiry, in 1854, had special reference to the subject of Sunday trading, the former inquiry having nearly exhausted the general question of the licensing and control over public-houses, beer-shops, and other places of public entertainment. It would take a bulky volume to give anything like a correct analysis of the evidence given before this committee, but the conclusion at which they arrived may be summed up briefly as follows:—

"The committee disapprove of the distinction between beer-shops and public-houses as giving rise to an unhealthy competition, tending to encourage gambling, adulteration of liquors, and other misconduct.

"The committee assert distinctly that the beer-shop system was found a failure, and refer to the statement by the committee of the House of Lords of 1850, 'that most of the beer-houses are the property of brewers; that they are notorious for selling an inferior article; that the consumption of ardent spirits has far from diminished, and the comforts and morals of the poor have been seriously impaired; that the multiplication of drinking houses, which under the Beer Act had risen from 88,930 to 123,396, was an evil of the first magnitude, increasing the temptations to excess, and driving houses under the control of the magistrates, as well as others, to practices for the purpose of attracting custom which are degrading to their own character, and injurious to morality and order.' The committee refer to the evils of the licensed houses being in the hands of the brewers, and that the fewer the licensed public-houses in any district, the greater will be the number of retail beer-houses.

"The committee recommended the abolition of distinction between public-houses and beer-shops, and that everyone should be entitled to a license, subject only to certain conditions and securities as to character and good conduct, the sufficiency of which to be determined upon in every case by the local magistrates. The committee then refer at some length to the evils arising from intemperance, caused or encouraged by the public-houses and beer-shops, and conclude by stating that 'the entire evidence tends to establish that it is essential that the sale of intoxicating drinks shall be under strict supervision and control.'

"A considerable portion of the report is then devoted to the subject of Sunday trading, already alluded to, and also to the expediency of opening public gardens and national institutions on Sunday as a counter attraction to the public-houses. The committee further recommend the licensing of coffee-shops, temperance hotels, and other places of public refreshment, considering them as requiring supervision and control to the same extent as public-houses, and set forth objections to the existing mode of licensing and controlling billiard-rooms, theatres, saloons, and such like places. The recommendations of the committee are, at the close of the report, thus condensed in eighteen articles as follows:—

"1. That no intoxicating drink should be sold without a license.

"2. That there should be one uniform license for the sale of intoxicating drinks.

"3. That such licenses should be issued by the magistrates at sessions holden for that purpose.

"4. That it should be open to all persons of good character to obtain such license, on compliance with certain conditions, and the payment of a certain annual sum.

"5. That every person previous to obtaining a license should himself give bond, and find two sureties to be bound with him, for the due observance of the law and conditions upon which the license shall be granted.

"6. That the lowest amount to be paid for a license should in rural parishes and small towns be £6; in towns or parishes exceeding 5000, and not exceeding 10,000 inhabitants, it should be £8; and that above 10,000 the price should be increased £2 for every 5000 inhabitants; but that in no case should the price exceed £30.

"7. That in case of any conviction for breach of the law or condition of the license, the sureties should be at liberty to give notice of the withdrawal of their names as sureties at the next licensing sessions after the date of such notice.

"8. That in large towns and populous places there shall be appointed inspectors of public-houses and all places of public refreshment and entertainment, as in the case of common lodging-houses; and that such inspectors should constantly visit and report upon the condition and conduct of all such houses and places.

"9. That in all cases of drunkenness and riotous or disorderly conduct, such inspectors should, if necessary, have power to call in the assistance of the police.

"10. That in all cases of trading during the hours prohibited by law, or selling liquors without license, the persons found actually present should be deemed guilty of the same offence, and should be liable to a penalty not exceeding half of the penalty which may be imposed upon the proprietor.

"11. That all coffee-houses, temperance hotels, shell-fish shops, and similar places of public resort, should be required to be licensed for their respective purposes, and should be subject to be visited and reported upon in the same manner as public-houses; and that the amount to be paid for every such license should be £2 per annum.

"12. That any person selling intoxicating drinks without being licensed for their sale should be subject to a penalty, to be recovered before the magistrates, not exceeding double the amount required by law to be paid in that locality for a license to sell intoxicating drinks.

"13. That such publicans and beer-shop keepers as are already licensed should not be required to find sureties, nor to pay any

higher scale of duties than they are at present required to pay, and should be entitled to the renewal of the license in every respect as at present; but should be visited and reported upon by the inspectors of public-houses, and should be subject to the same police regulations as are proposed with regard to future licenses, and in case of conviction of any offence against the law should be brought in all respects under the new rules.

"14. That with the exception of the hours of from one to two o'clock p.m., and of from six to nine p.m., all places for the sale of intoxicating drinks should be closed on Sunday, and that on the week days all such houses should be closed from eleven o'clock p.m. until four o'clock a.m.

"15. That no public theatrical or musical performance—pictorial or other representation or exhibition, should be permitted without a license.

"16. That it should be open to all persons to obtain such license from the Lord Chamberlain, or other competent authority, on payment of a sum not exceeding £5 per annum, and on giving bond and sureties for the observance of the law and conditions of the license.

"17. That it is expedient that places of rational recreation and instruction now closed should be open to the public on Sunday after the hour of two o'clock p.m.; and that, so far as any such places are now closed by operation of law, such law should be so far amended as to enable the Lord Chamberlain, or other competent authority, to determine what places shall be permitted to be so opened, and for what length of time.

"18. That the several laws relating to the regulation and licensing of beer-shops, public-houses, and places of entertainment, and the several provisions of the Police and Excise Acts appertaining thereto, should be consolidated, and made to accord with these resolutions.

"It will be observed from this brief statement of the proceedings of the committee, that the evils of the present system are distinctly admitted, and the necessity of a more efficient supervision and control over places of public entertainment and refreshment expressly declared. Thus far there seems to be no difference of opinion. But when the remedy for this state of things comes to be considered, then, as may be expected, in dealing with suggestions, the result of which can only be conjectured, the difficulties of the subject present themselves. The recommendations of the committee on this head do not, at first sight, commend themselves as calculated to effect the object in view.

"It does not appear a logical conclusion to arrive at, upon a statement of the admitted existing evils, to recommend, as the cure for the increasing number of beer-shops and public-houses under the present restrictive system of licensing, the abolition of all the existing restrictions and the throwing open of the trade to all applicants who can produce testimonials of character and sureties for good conduct. One would think that the suggested free-trade plan had already, to a certain extent, been put upon its trial, and been convicted as a failure, on the most unimpeachable evidence, and that the remedy would be sought for rather in an augmented stringency than in relaxation of the existing licensing system.

"In the last session of Parliament Mr. Hardy, the active and talented member for Leominster, now Under Secretary of State for the Home Department, moved by the loud and general complaints against the existing beer-shop licensing system, particularly emanating from the northern counties, brought in a Bill to amend the laws in question, the chief objects of which were to place the licensing of beer-houses on the same footing as public-houses, and to subject coffee-houses, saloons, and other similar places of public resort, to certain restrictions as to licensing and conduct, under the supervision of the local magistrates in like manner.

"This Bill, on the second reading, was thrown out by a majority of only 33, in a house of 393, the numbers being 180 for, and 213 against, showing no inconsiderable minority, notwithstanding the opposition of the measure was assisted by the metropolitan and provincial brewing interests, in addition to the members connected with the Government.

"Mr. Hardy, with a tender regard to vested interests, provided that the new law should not apply to the individuals licensed at the passing of the Act, a provision which, however just to parties entering into business under the sanction of the legislation naturally reckoned upon as permanent, would tend to delay for a considerable period the beneficial operation of the measure.

"Now that Mr. Hardy holds so important a post in the new administration, it is to be hoped that he will speedily bring forward some similar measure under more favourable auspices than before, and with a better prospect of ultimate success.

"To sum up the matter briefly, the points submitted or deserving of consideration are the following:—

"1. That something must be done speedily to check the evils which are universally admitted to exist with respect to retail beer-shops.

"2. That great difference of opinion prevails as to the nature of any new remedy for the correction of the mischiefs complained of.

"3. That a restrictive system as to ale and victualling houses has been for many years, and is still, in force under the jurisdiction of the local magistracy, with certain results which must be characterised as beneficial when compared with the evils attending the unrestricted grant of retail beer licenses.

"4. That it will be desirable to try the experiment of subjecting retail beer-houses, in which liquor may be consumed on the premises, and certain other places of public entertainment, to the operation of the same system, with some additional stringent regulation for the suppression of badly conducted houses, and the opening of new ones instead.

"5. And that after a trial of a few years the question may be reconsidered, if necessary, in order, in case of failure, to endeavour to establish some better code of law to attain the desired object."

Law Amendment Society.

This Society met on the 13th inst., Mr. CRAUFURD, M.P., in the chair.

Mr. HASTINGS read the following letter from Lord Brougham:—

"My dear Hastings,—It appears to me very expedient to lay before the Law Amendment Society a defect in the important Act passed last year, the 20th & 21st of the Queen, c. 85, establishing the Divorce and Matrimonial Causes Courts. No sufficient security is provided, hardly any security at all, against the frauds which may be practised by parties acting in collusion to obtain a divorce. The Court is entirely at their mercy, and unless by some accidental slip of the parties or their professional representatives, the conspiracy is sure to succeed. When the marriage could only be dissolved by Act of Parliament it was otherwise; for although the House of Lords was occasionally imposed upon, yet in many cases the contrivances of the parties failed in consequence of the communication which could be had with members of the House much more freely, indeed with fearless irregularity, than can be held with judges. I have known many instances of important suggestions made to peers, either by their brethren in the House, who had their attention called from general report, or things that came to their knowledge not in their legislative capacity. I recollect Lord Tenterden calling my attention to what seemed to him suspicious circumstances in a divorce case, his suspicion having been roused by something he had heard on circuit. Those who with me disposed of that case found that his suspicions were well founded. I have known more than one divorce bill thrown out by the law lords sifting the evidence in consequence of information which had reached them, and which gave rise to strong suspicion, nothing of which could ever have been suspected from any part of the evidence, as it was left by the parties at the bar. In none of these cases did the House exercise its right of examining the parties, a right which the Act gives the new Court, but which the result of my experience while sitting on divorce bills leads me to consider a most ineffectual security against the frauds of parties, if it were resorted to. There are two kinds of collusions, one from the mere common purpose of the parties, who, being in the great majority of cases equally desirous of divorce, make almost all such cases really undefended; the other, when there has been such connivance as shows that the offence was committed with the design of causing a dissolution of the marriage. This last kind of collusion is, of course, in all cases fatal to the suit for divorce; but the other, though much less criminal, may yet be sufficient to frustrate the object of the parties. But the Court, in exercising the very high jurisdiction conferred upon it, ought to be possessed of all the particulars which can have any influence upon its exercise of the sound discretion with which it is entrusted. As the law now stands, and the practice of the Court under that law, there can be nothing more helpless than its position. It cannot conveniently, perhaps not effectually, cross-examine the witnesses produced; and whatever suspicions may have been roused by some accident in the course of the trial, it cannot bring forward witnesses whom the parties have not called. There is nothing in the Act that even resembles a

provision for the protection of the Court against the conspiracy of parties, excepting the power of adjourning the case, and to require further evidence when it is not satisfied. But how is it to learn the circumstances of a suspicious kind when the parties conceal them, and of what use is the adjournment of the case unless suspicion has been excited? It seems that the only chance of protection to the Court is the requiring the Attorney-General or some one representing him, to be made a party in all such cases. This has been done under the Act giving the judicial committee power to extend patent rights, and it is for the protection of the public, and to prevent a patentee who has bought off his opponent from thus obtaining an extension of his monopoly at the expense of the public. There seems every ground for giving a like protection to the high interests of the community, its interests in preserving the sanctity of the marriage tie, and preventing the injury to morals which must accrue from granting divorces as the fruit of conspiracy. The whole subject seems to me well worthy of the society's attention; and from what occurred during the progress of the Bill of 1857, in both Houses, I should think the adversaries of that important measure would be inclined rather to favour than to oppose some such provision as I am now suggesting. I threw out this proposal in one of its stages in our House, but I have no distinct recollection of any discussion arising upon it. I have written to Sir R. Bethell upon the subject, as well as to some friends on the bench, and I have every reason to believe, that, at all events, they will be inclined to approve of the subject undergoing a full discussion among professional men.—Yours, &c., BROUGHAM."

On the motion of Mr. E. WEBSTER, the letter was ordered to be printed and circulated amongst the members.

Mr. E. WEBSTER read a paper on the consolidation of judicial decisions. The decisions of the judges were contained in 1200 volumes, which were increasing at the rate of 18 volumes a-year. The statute law was contained in 98 volumes, and a new volume was added every year. If a consolidation of the statute law was considered necessary, much more was a consolidation of the decisions of the judges. After the adoption of a code, a department of the Government should be invested with authority to receive the judicial decisions on the code as soon as they were officially communicated, and to record the effect of each decision on the code, and to state to the Crown, and to both Houses of Parliament, in what respect it would, if at all, require amendment. In this way the laws would be kept in an intelligible form, contained in a few volumes, to which the public could, in many cases, resort unaided by a jurisconsult.

It was moved and adopted that the paper be printed and circulated, and taken into consideration at a future meeting.

The discussion on unanimity of juries, which occupied the attention of the society on two preceding evenings, was resumed. The same dissidence of opinion which marked the previous occasions was manifested; and under such circumstances the report of the committee on the subject was simply received.

Births, Marriages, and Deaths.

BIRTHS.

HARRIS—On Dec. 11, at Barnet, Herts, the wife of Stanley Harris, Esq., Solicitor, of a son.

STUART—On Dec. 11, at Watford, Herts, the wife of W. G. Stuart, Esq., of Watford, and of Gray's-inn, London, of a daughter.

MARRIAGES.

CONNOR—BOWERS—On Sept. 23, at the Cathedral church, Grahamstown, Cape of Good Hope, by the Lord Bishop of the Diocese, assisted by the Rev. E. Cornford, B.A., Frederick Connor, Esq., Captain 2nd or Queen's Royal Regiment, second son of the late Frederick Connor, Esq., Master in Chancery, Ireland, to Rosaline Mary Bowers, second daughter of Henry Bowers, Esq., Deputy Commissary-General.

GANT—LANGHAM—On Dec. 13, at St. Clement's church, Hastings, by the Rev. Thomas Vores, M.A., perpetual curate of St. Mary's-in-the-Castle, William John, third son of the late Lieutenant-Colonel Gant, J.P. for the county of Middlesex, to Augusta Caroline, third daughter of James George Langham, Esq., of Hastings.

MILLER—DAVIDSON—On Dec. 14, at St. Paul's, Knightsbridge, by the Hon. and Rev. Robert Liddell, Gerard Frederick, third son of Samuel Frederick Miller, Esq., of Gloucester-lodge, Clapham, to Elizabeth, second daughter of Thomas Davidson, Esq., of 13 St. George's-place, Hyde-park-corner.

SIMPKINSON—WAGNER—On Dec. 14, at St. Leonards-on-Sea, by the Rev. H. M. Wagner, vicar of Brighton, uncle of the bride, Francis Guillemard Simpkinson, Esq., son of the late Sir Francis Simpkinson, Q.C., F.R.S., to Emily, younger daughter of G. H. M. Wagner, Esq., of St. Leonards-on-Sea.

DEATHS.

BERE—On Dec. 13, at Barley, near Exeter, after a long and severe illness, Montague Baker Bere, Esq., aged 60, of Morebath, in the county of Devon, and Her Majesty's Commissioner of Bankrupts for the Exeter District.

COLE—On Dec. 8, at Buckingham, in the 82nd year of her age, Elizabeth, widow of the late Richard Cole, Esq., Solicitor, Odiham, Hampshire.

MASTERMAN—On Dec. 13, at Croydon, Alice Charlotte, eldest daughter of W. S. Masterman, Esq., aged 6 years.

MOSS—On Dec. 11, Isabella, the wife of William Moss, Esq., Old Palace, Lincoln, formerly of Stoke Newington and Serjeants'-inn, Fleet-street, aged 60.

SCOTT—On Dec. 3, in Edinburgh, Margaret Anne, aged 11 weeks; and, in London, on Dec. 11, Walter Michael, aged 18 months—the two younger children of James R. Hope Scott, Esq., Q.C.

THEOBALD—On Dec. 9, James Peter, the second son of J. P. Theobald, Esq., of 23 Camden-road-villas, in his 9th year.

WHITEHEAD—On Dec. 11, at 30 Inverness-terrace, Kensington-gardens, Herbert, the infant son of John Whitehead, Esq., of 10 New-square, Lincoln's-inn, Barrister-at-Law, aged 11 weeks.

WILSON—On Dec. 9, at Ventnor, Robert Wilson, Esq., of 3 King's-road, Bedford-row, and Camden-square, London, aged 32.

WOOLFORD—On Nov. 30, aged 48, Mr. Samuel Woolford, for many years the clerk and faithful friend of James R. Hope Scott, Esq., Q.C.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

ALLEN, HESTER, Spinster, Fakenham, Norfolk, £200 Consols.—Claimed by ELIZABETH LONG, wife of John Weeds Long (formerly Elizabeth Miles, Spinster), the sole executrix of Elizabeth Holbert, Widow, surviving executrix of H. Allen.

ALLEN, JOHN, JEFFERYS THOMAS ALLEN, Rev. THOMAS JENYNS SMITH, and Rev. JOHN VANE, Fellows of Dulwich College, £3000 3½ per Cents.—Claimed by JOHN VANE.

BRETNALL, ROBERT, Gent., Witham, Essex, Rev. ALEXANDER FLETCHER, Finsbury-circus, and ALEXANDER HALDANE, Barrister, Carey-street, Lincoln's-inn, £1400 Reduced.—Claimed by ROBERT BRETNALL, ALEXANDER FLETCHER, and ALEXANDER HALDANE.

BUCHANAN, Rev. JAMES, Edinburgh, ISAAC BAYLEY, Solicitor before the Supreme Courts of Scotland, and ROBERT PAUL, Manager of the Bank of Scotland, £3535 3½ per Cents.—Claimed by JAMES BUCHANAN, ISAAC BAYLEY, and ROBERT PAUL.

CHESTER, WILLIAM HENRY CLINTON, Clerk, Emmanuel College, Cambridge, £1300 3½ per Cents.—Claimed by DOROTHEA CURRIE, wife of Arthur Currie (formerly Chester, Widow), sole executrix.

DAVEY, ELIZABETH, Widow, Benjamin-street, Clerkenwell, £140 New 3 per Cents.—Claimed by ELIZABETH DAVEY.

EGERTON, Rev. JOHN, Chester, £7675 : 18 : 0 Consols.—Claimed by RALPH CHARLES PRICE, one of his executors.

FASSETT, MARY, Widow, Kingston-on-Thames, £49 : 1 : 7 per annum Long Annuities.—Claimed by Rev. JOHN COX, one of her executors.

FESTING, MICHAEL JOHN, Gent., Maiden Bradley, Wilts, Rev. ARTHUR GIBSON, Chedworth, Gloucestershire, and WILLIAM JAMES, Esq., Westbourne-street, Hyde-park-gardens, £116 : 8 : 11 Consols.—Claimed by MICHAEL JOHN FESTING, ARTHUR GIBSON, and WILLIAM JAMES.

FISHER, FRANCIS, Esq., Emmanuel College, Cambridge, £132 : 5 : 10 Consols.—Claimed by FANNY FISHER, Widow, Rev. OSMOND FISHER, and EDMUND LEWIS CLUTTERBUCK, the executors.

FRANK, RODOLPHUS BACON, Esq., Parthenon Club, Regent-street, London, £2944 : 15 : 8 New 3½ per Cents.—Claimed by RODOLPHUS BACON FRANK.

JENKIN, Rev. CHARLES, D.D., Stradishall, Suffolk, £1429 : 16 : 5 Consols.—Claimed by said CHARLES JENKIN.

LANGWORTHY, CHARLES CUNNINGHAM, M.D., Bath, £2075 Consols.—Claimed by WILLIAM JOHN CHURCH, surviving administrator, with will annexed.

REYNOLDS, JOHN STUCKEY, Esq., George-yard, £67 : 18 : 4 per annum Long Annuities.—Claimed by JOHN STUCKEY REYNOLDS.

ROBINSON, JOHN SMYTHE, Esq., King William-street, London, £1537 : 18 : 9 Consols.—Claimed by JOHN SMYTHE ROBINSON.

SAVAGE, ANN, Spinster, and SARAH MORRISON, Widow, both of Vale-grove, Chelsea, Middlesex, £168 : 8 : 0 per annum Long Annuities.—Claimed by PETER BUNNELL, administrator of Sarah Morrison, the survivor.

STOPFORD, CORDELIA WINIFREDA, Wife of the Hon. Montagu Stopford, Woolwich-common, twenty dividends on various sums of Consols.—Claimed by Hon. Sir MONTAGU STOPFORD, the husband and administrator.

TERRY, NANNY, Spinster, Sutton Coldfield, Warwickshire, £3163 : 17 : 1 3½ per Cents.—Claimed by NANNY TERRY, Spinster.

THOMPSON, JOHN, Master Mariner, Newcastle-upon-Tyne, and MARGARET THOMPSON, his Wife, £290 Consols.—Claimed by JOHN THOMPSON.

THOMPSON, Lieut.-Colonel THOMAS PERRONET, Eliot-vale, Blackheath, £6299 : 6 : 1 Consols.—Claimed by Major-General THOMAS PERRONET THOMPSON, M.P.

THORNTON, JOHN, Esq., Clapham, Rev. JOSIAH PRATT, Finsbury-circus, Rev. WILLIAM JOWETT, of Clapham, and DANDESON COATES, Esq., Salisbury-square, £54 Long Annuities.—Claimed by JOHN THORNTON.

TOWGOOD, ANN, Widow, Little Paxton, Hunts, £2092 : 11 : 7 Reduced.—Claimed by ANN TOWGOOD.

TREVENEN, WILLIAM, Esq., Helstone, Cornwall, £609 New 4 per Cents.—Claimed by Rev. WILLIAM JOHN TREVENEN, the administrator, with will annexed.

TURNER, THOMAS, Carpenter, Belvoir-castle, Leicestershire, £6103 : 8 : 11 Reduced.—Claimed by WILLIAM COCHRAN, the administrator.

TURNER, WILLIAM, M.D., and THOMAS WILKINSON, Banker's Clerk, both of Grantham, Lincolnshire, and JOSEPH FERGUSON WILSON, Silversmith, Peterborough, £4000 Consols.—Claimed by WILLIAM TURNER.

WAIT, JOHN PURNELL, Gent., Bellerton, Stanton Drew, Somerset, £213 : 19 : 7 Consols.—Claimed by WILLIAM SAVAGE WAIT and DANIEL CHARLES WAIT, the executors.

WELLAND, EMILY, Widow, Bramford Speke, Devon, £675 New 3½ per Cents.—Claimed by CHARLES ORCHARD DAYMAN, the executor.

WHITE, JAMES, Esq., Coleford, Gloucestershire, and EDWIN BARTLETT, Surgeon, Warwickshire, £2669 : 12 : 0 Consols.—Claimed by JAMES WHITE.

WILSON, ELIZABETH, Widow, Hastings, Sussex, £4445 : 10 : 4 Consols.—Claimed by FREDERICK NORTH and ARABELLA NORTH, Spinsters, acting executors.

WOOD, HENRY, Esq., Craven-street, Strand, £1900 Reduced.—Claimed by HENRY WOOD.

Heirs at Law and Next of Kin.

Advertised for in the London Gazette *and elsewhere during the Week.*

CRAWFORD, ROBERT CALVER, Master Mariner (who died at Foochowfoo, on the 26th of April, 1856). To communicate with Walter Medhurst, H. B. M. Consul at Foochowfoo, China, official administrator to the estate.

FLEMING, ARCHIBALD, Esq., Merchant, Rectory-house, St. Michael's-alley, Cornhill, and residing at Blackheath (who died about twenty years since). To apply to Messrs. Dawson & Bryan, Solicitors, 33 Bedford-sq.

JENNENS, or JENNINGS, WILLIAM, Esq., of Acton-place, Suffolk (who died in June, 1798). To send by post particulars of their pedigree or descent, with all information showing their title, to Mr. Fisher, Solicitor, 34 Bloomsbury-square.

PLUMB, JOSEPH, Yeoman, Blackwell, Tredington, Worcestershire (who died on August 23rd, 1857). Gibbs, jun., *v.* Hornblow, V. C. Stuart. *Last Day for Proof*, Jan. 13, for great-nephews or great-nieces living at his decease, or the representatives of such as have since died.

TAFE, WILLIAM, Grocer, Liverpool (who died in March, 1856). Tafe *v.* Tafe. *Last Day for Proof*, Jan. 10, at office of Registrar for County Palatine of Lancaster, 1 North John-street, Liverpool.

WILLIS, ARTHUR, Stationer, 8, Moorgate-street, and Oak Lodge, Bridgar, near Sittingbourne, Kent (who died in October, 1857). Messent *v.* Willis, M. R. *Last Day for Proof*, Jan. 10.

Railway Stock.

RAILWAYS.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Birk. Lan. & Ch. Junc.	..	..	68	..	..	..
Bristol and Exeter	..	..	..	94½	94½ 4	94½ 3½
Caledonian	87½ 8½	88 ½	..	87½ ½ ½	87½ 8½	87½ ½ ½
Chester and Holyhead	43½ 4½	45 4½	45 4½	43½ ½ 4	44 3½	43½ ½ ½
East Anglian	16½	16½ ½	..	16½ 17½	..	16½ 17½
Eastern Counties	63½ 3 ½	63½ ½ 4	63½	64½ 5½	64½ 5 4½	64½ ½ 4
Eastern Union A. Stock	..	..	..	..	..	..
Ditto B. Stock	..	31½	..	32½ 3½	..	32½ 3½
East Lancashire	96 5½	95½	..	96½	96½	96½ ½
Edinburgh and Glasgow	..	..	67	67½ 8½	..	67½ 8½
Edin. Perth, and Dundee	..	27½	..	28½	28½ ½ ½	28½ ½
Glasgow & South-Westn.	..	..	..	..	..	..
Great Northern	108½	109 ½	..	108½ 9	109½ 7½	108½ 7½
Ditto A. Stock	..	95½	95½	..	94 3½	94 1½ 3
Ditto B. Stock	..	..	..	..	..	..
Gt. South & West. (Ire.)	..	104½ 3½	..	..	104½ ½	104½ ½
Great Western	56½ 6 ½	56 ½	56 ½	56½ ½ ½	55½ 6½	56½ ½
Do. Stour Vly. G. Stk.	..	..	..	56	..	56 ½
Lancashire & Yorkshire	97½ 8	97½ 8½	98½	98½ 9½	99½ 9	98½ ½ ½
Lon. Brighton & S. Coast	113	112½	..	114	113½ 14	114 13½
London & North-Wstrn.	95½ ½ ½	95½ ½ ½	96 ½ ½	96½ 6 ½	96½ ½ ½	96½ 5 ½
London & South-Westrn.	..	94½ ½	..	95½ 6½	96½ 6 ½	95½ 6 ½
Man. Sheff. & Lincoln.	38½	38½ ½	38½	38½	..	38½
Midland	102½ 1½	101½ 1	101½ 2	103 2½	102½ ½	103½ 1½
Ditto Birm. & Derby	..	..	..	..	..	..
Norfolk	..	..	..	66	66½ 6	66 ½
North British	58½ ½ ½	58½ ½	59½	58½ 9½	59 8½	58½ ½ ½
North-Eastern (Brwck.)	93½ ½ ½	93½ ½	94½	94½ ½ 5	95½ 4½	94½ ½ 4
Ditto Leeds	47½	..	..	48½ ½ ½	48½ ½	48½ ½ 8
Ditto York	76½ ½	76½	..	77½ ½ 8	77½ ½	77½ 7 ½
North London	..	..	..	..	..	..
Oxford, Worc. & Wolver.	..	..	..	30	..	30 1
Scottish Central	112	..	..	111	..	111
Scot. N.E. Aberdeen Stk.	..	27½	..	28	28½ ½	28 ½ ½
Do. Scotsh. Mid. Stk.	..	..	..	..	..	..
Shropshire Union	..	..	..	..	46	46
South Devon	37 6½	..	..	..	..	..
South-Eastern	75½ ½	75½	75½	75½ 5	75½ 4½	75½ 4½
South Wales	73½	..	..	75½	75	75½ 5
Vale of Neath	..	..	..	89 8	90	89 8 90

English Funds.

ENGLISH FUNDS.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bank Stock	225½ 4½	225 6	226 ½	..	227 5½	225½
3 per Cent. Red. Ann.	97½ ½	96½ 7½	97½ ½ 7	97½ ½ ½	97½ ½ ½	97 ½
3 per Cent. Cons. Ann.	..	98 ½	..	..	98½ ½	..
New 3 per Cent. Ann.	97½ ½ ½	97 ½ ½	97 ½	97½ ½	97½ ½ ½	97½ 7 ½
New 2½ per Cent. Ann.	..	..	..	..	..	..
Long Ann. (exp. Jan. 5, 1860)	..	..	1½	..	..	1 3-16
Do. 30 years (exp. Jan. 5, 1860)	..	..	..	..	..	..
Do. 30 years (exp. Jan. 5, 1880)	..	..	..	..	..	..
Do. 30 years (exp. Apr. 5, 1885)	..	..	..	18½	..	..
India Stock	..	228	..	..	..	227
India Loan Debentures	99½ ½	99½ ½	99½	99½ ½ ½	99½	99½ 100
India Scrip, Second Issue	..	..	..	..	..	..
India Bonds (£1,000)	15s p	12s14s p	15s12s p	15s p	14s p	..
Do. (under £1000)	..	15s p	15s p	13s p	15s13s p	..
Exch. Bills (£1000) Mar.	34s37s p	..	34s37s p	34s36s p	38s p	38s36s p
Ditto June	34s37s p	37s34s p	37s p	..	37s38s p	38s36s p
Exch. Bills (£500) Mar.	..	34s p	..	37s38s p	..	..
Ditto June	..	..	34s p	..	..	..
Exch. Bills (Small) Mar.	..	34s p	..	38s35s p	35s p	..
Ditto June	..	37s p	34s p	34s p	..	..
Do. (Advertised) Mar.	..	..	..	..	..	..
Ditto June	..	..	..	..	..	..
Exch. Bonds, 1858, 3½ per Cent.	..	..	..	..	..	..
Exch. Bonds, 1859, 3½ per Cent.	..	..	..	100½ ½	..	100½ ½

Estate Exchange Report.

(For the week ending December 3, 1858.)

AT THE MART.—By Messrs. PLEWS & WALL.

An Annuity of £106 : 13 : 4 for the life of a gentleman aged 50; also the reversion in the same; and Policy of Assurance for £2500 in the University Life Office.—Sold for £2000.

A Policy for £1000 in the Economic Life Office, effected 1839, same life; annual premium, £22 : 2 : 6.—Sold for £240.

A Policy for £500, same office and life, effected 1837; annual premium, £10 : 15 : 5.—Sold for £135.

Leasehold, "The Engineers' Arms," public-house, Queen-street, Angel-lane, Stratford New Town, West Ham, Essex; term, 96 years from Christmas last; ground-rent, £21 per annum; let on lease at £97 per annum.—Sold for £1260.

By Messrs. NORTON, HOGGART, & TRIST.

Freehold Marine Residence and Grounds, about 12 acres, "Kingsgate Castle," between Margate and Ramsgate, Kent.—Sold for £1640.

Freehold Dwelling Houses, Nos. 1, 2, & 3, Albert-place, Milton-road, Howard-road, Stoke Newington; let at £57 : 18 : 0 per annum.—Sold for £500.

Freehold Shop and premises, No. 15, Houghton-street, Clare-market; lately let at £45 per annum.—Sold for £475.

By Messrs. BAYLEY & SON (of Ashford, Kent).

Freehold, Knowlden Farm, Ivychurch, Romney Marsh, Kent, house, outbuildings, &c., and 49a. 0r. 23p. arable and pasture land; let at £120 per annum.—Sold for £3580.

Freehold Wood Land, Barrow Wood, Ruckinge, 35a. 2r. 22p.—Sold for £660.

Freehold, London Beach Farm, Tenterden, Kent, comprising dwelling-house, stable, granary, post-house, &c., and 38a. 1r. 17p. of arable, pasture, and wood land.—Sold for £910.

By Messrs. KEMP.

Leasehold Mansion, No. 44, Upper Harley-street, St. Marylebone; term, 16 years from Midsummer last; ground-rent, £16 : 4 : 0 per annum.—Sold for £900.

Freehold House and Shop, No. 11, Queen-street, New Tower-hill; let on lease at £15 per annum.—Sold for £375.

By Messrs. FOSTER.

Leasehold, Improved Rent of £30 : 9 : 0 per annum, secured upon No. 2, Fitzroy-square; term, 99 years from 29th September, 1789.—Sold for £440.

Leasehold, Improved Rent of £33 : 19 : 0 per annum, secured upon No. 3, Fitzroy-square; same term.—Sold for £530.

Leasehold, Improved Rent of £31 : 10 : 0 per annum, secured on No. 4, Fitzroy-square; same term.—Sold for £490.

Leasehold, Improved Rent of £30 : 9 : 0 per annum, secured on No. 5, Fitzroy-square; same term.—Sold for £445.

Leasehold, Improved Rent of £33 : 19 : 0 per annum, secured on No. 6, Fitzroy-square; same term.—Sold for £525.

Leasehold, Three Improved Rents of £95 : 4 : 0 per annum, secured on Nos. 33, 34, & 35, Fitzroy-square; same term.—Sold for £385 each.

Leaseholds, Two Improved Rents of £30 : 9 : 0 per annum, secured on Nos. 36 & 37, Fitzroy-square; same term.—Sold for £455 and £465 respectively.

Leasehold, Rents amounting to £49 : 12 : 0 per annum, secured on Nos. 3 & 4, Gloucester-place, 40, George-street, and 6, Gloucester-mews, Portman-square; term, 99 years from Lady-day, 1773.—Sold for £380.

Leasehold Rents, £35 : 14 : 0 per annum, secured on Nos. 55, 57, 59, Upper Seymour-street, Portman-square; term, 96½ years from Michaelmas, 1765.—Sold for £195.

Leasehold Rents £36 : 15 : 0 per annum, secured on Nos. 8 to 14, David-street, York-place, Baker-street; term, 99 years from Lady-day, 1789.—Sold for £460.

Leasehold Rents £33 : 2 : 0 per annum, secured on Nos. 18 & 19 David-street; term, 99 years from Lady-day, 1789.—Sold for £300.

Leasehold, Three Rents of £20 per annum, secured on Nos. 14, 15, & 16, York-place, Baker-street; same term.—Sold, respectively, for £256, £300, £305.

Leasehold Rents, £33 : 12 : 0 per annum, secured on No. 52, Baker-street, and 13, Dorset-street; same term.—Sold for £530.

Leasehold Rent of £21 per annum, secured on No. 53, Baker-street; same term.—Sold for £320.

Leasehold, Improved Rent, of £34 : 15 : 0 per annum, secured on No. 24, Portland-place; term, 85 years from Midsummer, 1790.—Sold for £355.

Leasehold, Improved Rents, £43, arising from Nos. 1, 2, & 3, York-street, and 34 & 75, Foley-street, Middlesex Hospital (and rack-rents after Lady-day, 1860); term, 99 years from Lady-day, 1763.—Sold for £250.

The Leasehold Rents and Rack-rents, arising, and to arise, from Nos. 5, 6, & 7, York-street, and 19 to 35, Union-street, Middlesex Hospital; same term, &c., as above.—Sold for £530.

Leasehold Dwelling Houses, Nos. 25 & 26, Brunswick-street, Blackfriars-road; let at £58 per annum; held for 91 years from Lady-day, 1795; ground-rent, 14 guineas per annum.—Sold for £285.

Leasehold Messuage & Premises, No. 67, Barbican; let at £30 per annum; held for 99 years from Lady-day, 1771; ground-rent, £9.—Sold for £155.

Leasehold House & Shop, No. 36, Great Wild-street, Lincoln's-inn; let at £33 per annum; held for 500 years from Midsummer, 1638, at a peppercorn.—Sold for £310.

By Messrs. GADSDEN, WINTERFLOOD, & ELLIS.

The Absolute Reversion to Two-twelfths of £8000 3 per cent. Consolidated Annuities, receivable on the death of a lady, now in her 91st year.—Sold for £900.

By Mr. SAMUEL DONKIN.

The Haggerston Estate, near Berwick-upon-Tweed, Belford, and Wooler, North Northumberland, Freehold Manorial Domain, of more than 13,000 acres; it comprises the mansion-house, known as Haggerstone Castle, numerous farms, water corn mills, &c., producing upwards of £10,000 per annum.—Sold in one lot to Mr. Naylor, of Liverpool, for £340,000 (timber included).

By Mr. DEBENHAM.

Leasehold Houses, with Shops, Nos. 6 to 12, Canterbury-place, Union-road, St. Mary's, Newington; producing £354 per annum; held for 99 years from Michaelmas, 1844; ground-rent, £17.—Sold for £3400.

Copyhold Cottage Residence, Whitehall-road, Woodford-wells; let at £20 per annum.—Sold for £260.

Freehold Dwelling-house, No. 5, Bowyer's-buildings, Cannon-street-road, St. George's-in-the-East; let at 6s. per week.—Sold for £105.

By Mr. C. Forbes.

Leasehold House and Shop, No. 32, Frederick-place, Hampstead-road; let at £70 per annum; held for 28 years from Midsummer last; ground-rent, £9 : 6 : 0.—Sold for £670.

Leasehold Dwelling-houses, Nos. 57 & 58, Augusta-street, Regent's-park; let at £46 : 12 : 0 per annum; term, 98 years from 25th March, 1827; ground-rent, £25 : 4 : 0.—Sold for £150.

By Mr. Donkin.

Freehold Estates of Middleton and Detchant, Belford, Northumberland, comprising Middleton-hall and grounds, farms, quarries, &c., in all 3350 acres.—Sold, by private contract, for £83,000.

By Mr. Marsh.

Leasehold Improved Ground-rent of £79 : 19 : 0 per annum, secured upon Nos. 8, 9, 10, & 11, Halsted-place, and No. 1, Nelson-street, Wyndham-road, Camberwell; term, 24 years from December 25, 1842.—Sold for £450.

A Policy for £2500, effected September, 1822, in the West of England Life Office, on the life of a lady now in her 84th year, with bonuses amounting to £311 : 18 : 4.—Sold for £2000.

A Policy for £3000, effected July, 1834, with the Guardian Life Assurance Company, on the life of a Gentleman now in his 69th year, with bonuses amounting to £396 : 9 : 2.—Sold for £960.

Twenty-five £5 Shares (£1 paid) in the English and Irish Church and University Assurance Company.—Sold for £5.

One-hundred £10 Shares (all paid) in the Vale of Fowy Railway Company.—Sold at £3 per share.

Contingent Reversionary Interest in the sum of £4840, payable on the decease of a lady, aged 65, provided a gentleman, aged 28, survives her.—Sold for £700.

Ten £100 Shares (all paid) in the Hungerford Market Company.—Sold for £40 per share.

Five £100 Shares (all paid) in the Theatre Royal, Drury-lane.—Sold for £6 per share.

Five £100 Shares (all paid) in the Kidwelly and Llanelly Canal.—Sold for £100.

By Mr. George Dougal.

Leasehold Residences, Nos. 3, 4, & 5, Sylvan-grove, Old Kent-road; let at £39 per annum; term, 86 years from June 24, 1824; ground-rent, £17 : 14 : 0 per annum.—Sold for £495.

Leasehold Residences, Nos. 34 & 36, William's-terrace, Olney-street, Walworth; term, 69 years from Michaelmas, 1855; ground-rent, £4 : 8 : 0 the two; let at £24 each per annum.—Sold for £160 each

Freehold, five plots of Building Ground, Pellatt-grove-road, Wood-green, Tottenham.—Sold at from £20 to £30 per plot.

By Messrs. Oxenham.

Fifteen £50 shares in the Equitable Gaslight and Coke Company.—Sold at an average of £50 per share.

Forty £50 Perpetual Preference Shares (Blue) in the London Gaslight Company.—Sold at an average price of £57 per share.

Twenty-five £50 Perpetual Preference Shares (Red) in the London Gaslight Company.—Sold at an average price of £56 per share.

Five £50 paid London Gaslight original Shares.—Sold at £40 per share.

Seventy-four Chartered Gaslight and Coke Company's Shares, £50 paid.—Sold at £70 per share.

Thirty-eight Chartered Gaslight and Coke Company's (New) £50 Shares (£10 paid).—Sold at £14 per share.

Three £100 Shares in the Southwark Bridge.—Sold for £19 per share.

Two original £100 Shares in the Kent Waterworks.—Sold for £89 per share.

£500 Stock in the East London Water Works.—Sold for £124.

At Garraway's.—By Mr. Robert Reed.

Freehold Business Premises, No. 52, Redcross-street, Cripplegate, and plot of Building Ground, Cradle-court; the house is let at £60 per annum.—Sold for £2200.

Leasehold House and Shop, No. 1, Berkeley-place, Edgware-road; let at £130 per annum; held for 95 years from March, 1822; ground-rent, £9.—Sold for £1970.

Leasehold Residence, No. 6, Portsea-place, Connaught-square; let at £45 per annum; term, 58½ years from Michaelmas last; ground-rent, £8.—Sold for £470.

Leasehold Residence, No. 6, Chapel-place, Oxford-street; let on lease at £160 per annum; held for 40 years from 11th October, 1855; ground-rent, £42 per annum.—Sold for £490.

By Mr. J. J. Oncill.

Lease and Goodwill of the "Craven Arms" public-house, Queen's-road, Bayswater; term, 53 years from Midsummer last; rent, £60; also, No. 83, Moscow-road, Queen's-road; held for 10 years from Lady-day, 1858, at an annual rent of £10 : 10 : 0; let at £20 per annum.—Sold for £3580.

Leasehold, 39a, Queen's-road; term, 52½ years from Christmas next, at a peppercorn; let at £40 per annum.—Sold for £630.

Lease and Goodwill of the "Prince of Wales" public-house, Westbourne-terrace, Harrow-road; term, 82 years from 17th December last; rent, £35 per annum.—Sold for £1070.

Leasehold, the "Duke of Cambridge" public-house, Felix-street, Hackney-road; held for 25 years from 21st June last, at rent of 50 guineas per annum.—Sold for £1060.

By Mr. Carter.

A Life Leasehold Estate, Plough-lane, St. John's-hill, Battersea Rise, producing £79 : 6 : 0 per annum; held for 3 lives, aged about 35, 42, & 50 years; ground-rent, £11 per annum.—Sold for £460.

By Mr. Parker.

Freehold Ground Rent of £34 per annum, secured on Nos. 1 to 8, Church-road, Homerton.—Sold for £560.

Leasehold Ground Rents, £71 : 5 : 0 per annum, arising from residences in the Cleveland, Gloster & Downham-roads, Islington.—Sold for £1380.

Leasehold Ground Rents, £40 : 2 : 0 per annum, secured upon residences in the Cleveland, Gloster, & Downham-roads.—Sold for £710.

By Messrs. Knight.

Lease & Goodwill of the Black Swan Public House, Ryder's-court, Leicester-square; also the house adjoining, being No. 1, Earl's-court; let at £50 per annum; term, 17 years from Michaelmas, 1856; rent, £40 per annum.—Sold for £280.

(*For the week ending December 10, 1858.*)

At the Mart.—By Messrs. Davis & Vigers.

Leasehold Residences, No. 13, Russell-place, Fitzroy-square, and Nos. 42, 43, 44, & 45, London-street, adjoining, let at £260 : 10 : 0; held for 21¼ years from Christmas, 1858; ground-rent, £26 : 5 : 0.—Sold for £1500.

Leasehold Residence, No. 14, Russell-place, let at £34 per annum; term, 21¼ years from Michaelmas last; ground-rent, £3 : 3 : 0.—Sold for £600.

Leasehold Improved Ground Rent, £23 : 2 : 0 per annum; secured upon No. 9, Cleveland-mews, and No. 2, Waterloo-buildings, &c.; term, 29¼ years from Midsummer last.—Sold for £270.

Leasehold Residence, No. 6, Paragon, New Kent-road, with coach-house, stable, &c., in the rear; ground-rents, £16 : 16 : 0 per annum.—Sold for £300.

By Messrs. Rushwood & Jarvis.

Leasehold Residence, with Stabling, No. 30, York-place, Portman-square; term, 29 years from Lady-day next; ground-rent, £35 per annum.—Sold for £1150.

Leasehold Residence, No. 22, Upper Stamford-street, Blackfriars, and the Leasehold Reversion of No. 21, Upper Stamford-street; term, 30 years from 25th March, 1858; ground-rent, £7 per annum.—Sold for £320.

By Messrs. Norton, Hoggart, & Trist.

Freehold, The Layer Mamey Hall Estate, Layer Mamey and Great Wigborough, Essex, comprising two residences, offices, farm buildings, cottages, and numerous enclosures of arable, meadow, and woodland, together, 841a. 0r. 6p.—Sold for £28,200.

Leasehold Houses, Nos. 3, 4, & 5, Essenden-terrace, Plumstead-road; let at £42 : 18 : 0 per annum; term, 60 years from Michaelmas; ground-rent, £5 : 12 : 6 per annum.—Sold for £310.

By Messrs. Chinnock & Galsworthy.

Leasehold House, No. 6, Bury-street, Bloomsbury, with coach-house, &c.; term, 16 years from Michaelmas last; ground-rent, £18; estimated value, £96 per annum.—Sold for £170.

Leasehold Private House, No. 23, Kenton-street, Brunswick-square; term, 47½ years from Christmas, 1858; ground-rent, £13 : 13 : 0; let at £4 per annum.—Sold for £165.

Leasehold Residence, No. 13, Burton-crescent; term, 47½ years from Christmas, 1855; ground-rent, £31 : 10 : 0; let at £60.—Sold for £130.

Leasehold House, No. 62, White Lion-street, Pentonville; let at £21; term, 25 years from Michaelmas last; ground-rent, £5.—Sold for £120.

Leasehold House and Shop, No. 11, Rosamond-buildings, Islington-green; let at £26 per annum; term, 6 years from Midsummer; ground-rent, £4.—Sold for £55.

Leasehold Houses, Nos. 11 & 12, Theresa-terrace, Hammersmith, and Three Cottages in the rear; let at £135 per annum; term, 28½ years from Christmas, 1858; ground-rent, £10.—Sold for £600.

Leasehold House, No. 10, Denton-street, St. Pancras; let at £22 per annum; term, 68½ years from March, 1812; ground-rent, £7.—Sold for £95.

Freehold, Two Cottages, Hanstod, near Bishops Stortford, Essex; let at £16 per annum.—Sold for £150.

Freehold Farm, Charlton-on-Otmoor, Oxfordshire, comprising farm-house, outbuildings, and 47a. 1r. 11p. of Arable and Pasture Land; also a small piece of Land, containing 4a. 0r. 15p., with outbuildings; the whole let at £62 per annum.—Sold for £2240.

Freehold Estate, Charlton-on-Otmoor, comprising 64a. 3r. 32p. of Arable and Pasture Land; let at £69 per annum.—Sold for £1870.

Freehold, 9a. 3r. 24p. of Meadow Land, situate at Charlton-on-Otmoor; let at £15 per annum.—Sold for £400.

A valuable Freehold Estate, at Charlton-on-Otmoor, 9 miles from Oxford; comprising 124 acres of highly-improveable land.—Sold in 3 lots for £4510.

Freehold Farm, called Cefn Suran, on the borders of Hereford & Radnor, containing 360 acres.—Sold for £5200.

Freehold & Copyhold Lands, with dwelling-house, known as Warfield-grove, situate about 1½ mile from the Bracknell Station; containing 126 acres, subject to fine of seven beasts, heriots, and usual fine on death or alienation.—Sold for £6000, including the timber.

At Garraway's—By Mr. Augustus Smith.

Leasehold Residence, No. 5, Glengall-grove, Old Kent-road; let at £33 per annum; term, 78½ years from Christmas, 1843; ground-rent, £4 : 4 : 0.—Sold for £255.

Leasehold Ditto, No. 6, Glengall-grove, (same term and ground-rent.)—Sold for £270.

Ditto Dwelling House, No. 18, Manor-place, Walworth-road; let at £24 per annum; term, 98 years from Sept. 1785; ground-rent, £2 : 4 : 0.—Sold for £140.

Leasehold House, No. 2, Norman-cottages, Leipsic-road, Camberwell; term, 63 years from Midsummer, 1843; ground-rent, £4; let at £25 per annum.—Sold for £205.

By Messrs. Fareshother, Clark, & Lye.

Leasehold Residences, Nos. 2, 3, 4, 5, 8, 9, 10, 11, 12, 13 & 14, Chatham-place, Nos. 4 & 6, Chatham-place East, Hackney, and a plot of meadow land, fronting the above; let at £657 : 10 : 0 per annum; term, 20 years from Lady-day last, except as to Nos. 4 & 6, Chatham-place East, the term whereof being 16 years; ground-rents, £75 : 10 : 0, subject to an annuity of £100, payable during the life of a lady aged 63 years.—Sold for £3300.

A Policy for £2000, with bonuses in the Alliance Life Office on the life of a gentleman now in his 74th year; annual premium, £86 : 10 : 0.—Sold for £1315.

Freehold Residence, No. 17, Greville-street, Hatton-garden.—Sold for £990.

London Gazettes.

Perpetual Commissioners for taking the Acknowledgments of Married Women.

Tuesday, *Dec.* 14, 1858.

Robinson, Henry, Gent., Settle, Yorkshire; for the West Riding of the county of York.

Tresdale, John Marmaduke, Gent., Fenchurch-street; for the city of London, the city and liberties of Westminster, and the county of Middlesex.

WINTERBOTHAM, WILLIAM, Gent., Tewkesbury; for the counties of Gloucester and Worcester.

Commissioners to administer Oaths in Chancery.

TUESDAY, *Dec.* 14, 1858.

EVANS, THOMAS, Gent., of Chepstow, Monmouthshire; under Act passed for the Relief of Her Majesty's Subjects professing the Jewish Religion.
FRASER, JOHN, Gent., 73 Dean-street, Soho; for London.

FRIDAY, *Dec.* 17, 1858.

CROSSE, RICHARD REEDER, Collumpton, Devon; under Act passed for Relief of her Majesty's Subjects professing the Jewish Religion.
FOSTER, JOSEPH, Thorne, Yorkshire; Ditto.
JAMES, FRANK, Merthyr Tydfil, Glamorganshire; Ditto.
PUGH, JOHN DEVEREUX, Wrexham, Denbighshire; Ditto.

Bankrupts.

TUESDAY, *Dec.* 14, 1858.

BARKER, JAMES, & WILLIAM BARKER, Builders, 18 Albany-rd., Old Kent-rd. *Com.* Fonblanque: Dec. 22 and Jan. 25, at 1; Basinghall-st. *Off. Ass.* Stansfeld. *Sols.* Phillips & Son, 11 Abchurch-lane. *Pet.* Dec. 10.
MESNARD, DANIEL, Cutler, 87 Park-st., Grosvenor-sq. *Com.* EVANS: Dec. 23 and Jan. 27, at 1; Basinghall-st. *Off. Ass.* Bell. *Sol.* Warner, Northumberland-st., Strand. *Pet.* Dec. 14.
MORRIS, JAMES HENLY (*not* HENRY, as advertised in last Friday's *Gazette*), Paper Dealer, Birmingham. Dec. 23 and Jan. 20, at 11.30; Birmingham. *Off. Ass.* Kinnear. *Sols.* Hodgson & Allen, Birmingham. *Pet.* Dec. 6.
PARTON, HENRY RANGER, Grocer & Cheesemonger, Trafalgar-rd., East Greenwich. *Com.* Goulburn: Dec. 22 and Jan. 24, at 11.30; Basinghall-st. *Off. Ass.* Nicholson. *Sols.* Courtenay & Croome, 16 Crooked-lane. *Pet.* Dec. 9.
PERRINS, ELIZA, Wax & Artificial Flower Maker, Saltley, near Birmingham. Dec. 24 and Jan. 22, at 11; Birmingham. *Off. Ass.* Kinnear. *Sols.* Coldicott & Canning, Dudley; or Smith, Birmingham. *Pet.* Dec. 13.
STANLEY, EDWARD ROBERT, Jeweller, 6 Kirby-st., Hatton-garden. *Com.* Halroyd: Dec. 28, at 2; and Jan. 25, at 1; Basinghall-st. *Off. Ass.* Lee. *Sol.* Harvey, 36 Moorgate-st. *Pet.* Dec. 11.
TEBBUT, JAMES, jun., Corn & Cattle Dealer, Yeading Hayes, Middlesex. *Com.* Goulburn: Dec. 22, at 1.30; and Jan. 24, at 11; Basinghall-st. *Off. Ass.* Pennell. *Sol.* Hall, 1A Basinghall-st. *Pet.* Dec. 10.
THORNTON, JOSEPH GOODBARN, Watch Maker, Richmond, Yorkshire. *Com.* Ayrton: Jan. 7 & 28, at 11; Commercial-bldgs., Leeds. *Off. Ass.* Young. *Sols.* Bond & Barwick, Leeds. *Pet.* Dec. 13.
WILLIAMS, THOMAS (trading in the name of John Williams), Dealer in Wines and Spirits, 98 Jermyn-st., St. James's. *Com.* Evans; Dec. 23 and Jan. 27, at 12; Basinghall-st. *Off. Ass.* Bell. *Sol.* Bruncomb, 6 Raquet-ct., Fleet-st. *Pet.* Dec. 2.

FRIDAY, *Dec.* 17, 1858.

BEAR, FREDERICK EDWARD, Tobacconist, 44 Crown-row, Mile-end. *Com.* Evans: Dec. 28, at 12; and Jan. 27, at 2; Basinghall-st. *Off. Ass.* Bell. *Sol.* Dewey, 64 Mark-lane. *Pet.* Dec. 15.
HASTINGS, THOMAS, & SAMUEL HERON, Drapers, Kingston-upon-Hull. *Com.* Ayrton: Jan. 12 and Feb. 9, at 12; Town-hall, Kingston-upon-Hull. *Off. Ass.* Carrick. *Sols.* Lovett & Champney, Kingston-upon-Hull. *Pet.* Dec. 4.
JACKSON, WILLIAM, sen., Soap Manufacturer, Stepney, and Church-lane, Kingston-upon-Hull. *Com.* Ayrton: Jan. 12 and Feb. 9, at 12; Town-hall, Kingston-upon-Hull. *Off. Ass.* Carrick. *Sols.* Bell & Leak, Kingston-upon-Hull. *Pet.* Dec. 13.
ROGERS, GEORGE, Stock Broker, Abchurch-lane, and Lewisham, Kent. *Com.* Fane: Dec. 24, at 2; and Jan. 28, at 1; Basinghall-st. *Off. Ass.* Whitmore. *Sols.* Peck & Downing, 10 Basinghall-st. *Pet.* Dec. 16.
UNWIN, SAMUEL, Draper & Lace Maker, Nottingham. *Com.* Balguy: Dec. 30 & Jan. 20, at 10.30; Shire-hall, Nottingham. *Off. Ass.* Harris. *Sols.* Bowley & Ashwell, Nottingham. *Pet.* Dec. 10.
VENABLES, GEORGE HENRY, Paper Maker, Clapton's-mills, near Beaconsfield, Bucks. *Com.* Evans: Dec. 28, at 12.30; and Feb. 3, at 12; Basinghall-st. *Off. Ass.* Bell. *Sols.* Pocock & Poole, 58 Bartholomew-close. *Pet.* Nov. 29.

BANKRUPTCIES ANNULLED.

TUESDAY, *Dec.* 14, 1858.

OUSTON, JOSEPH SAMUEL, Wine & Spirit Merchant, Kingston-upon-Hull. Dec. 6.

FRIDAY, *Dec.* 17, 1858.

WELLER, WILLIAM, Stone Mason, Church-st., Woolwich. Dec. 15.

MEETINGS FOR PROOF OF DEBTS.

TUESDAY, *Dec.* 14, 1858.

AYERS, JOHN DERRICK, & DAVID M'HAFFIE MELLIS, Merchants, late of Nottingham, and of New York, U. S. Dec. 28, at 1; Basinghall-st.
BARNSLEY, HENRY, Draper & Ironmonger, Cradley Heath. Jan. 3, at 11; Birmingham.
FLEMING, THOMAS, Merchant, Liverpool. Jan. 6, at 11; Liverpool.
FOX, Sir CHARLES, & JOHN HENDERSON, Engineers, London Works, Smethwick, and 8 New-st., Spring Gardens, and Fore-st., Limehouse. Jan. 3, at 11; Birmingham; sep. est. Sir C. Fox.
HARRISON, WILLIAM, & GEORGE TAYLOR, Maltsters & Brewers, Hadlow. Jan. 5, at 1; Basinghall-st.
HORSFALL, WILLIAM, Cotton Spinner, Lobtmill, Langfield, Halifax. Jan. 17, at 11; Commercial-bldgs., Leeds.
LAWFORD, THOMAS BOTHELL, & EDWIN MAITLAND, Wine Merchants, 19 George-yard, Lombard-st. Jan. 4, at 12; Basinghall-st.
ROBINSON, JOSEPH, Wine & Spirit Merchant, Huddersfield. Jan. 17, at 11; Commercial-bldgs., Leeds.
SHINTON, JOHN (Dakin, Shinton, & Co.), Tea & Provision Merchant, Wolverhampton and Stourbridge. Jan. 13, at 11.30; Birmingham.
TAYLOR, WILLIAM, sen., WILLIAM TAYLOR, jun., & HENRY TAYLOR, Linen Manufacturers, Barnsley. Jan. 17, at 11; Commercial-bldgs., Leeds.
TULL, WILLIAM, Grocer, Andover. Jan. 6, at 1; Basinghall-st.
UNDERWOOD, WILLIAM, Tailor, 44 Frith-st., Soho, and at Melbourne. Jan. 6, at 1.30; Basinghall-st.

FRIDAY, *Dec.* 17, 1858.

GOMBERT, CHARLES, Milliner, 39 Duke-st., Manchester-sq. Jan. 7, at 1.30; Basinghall-st.
HODGSON, THOMAS, Bookseller, Aldine-chambers, Paternoster-row. Jan. 7, at 1.30; Basinghall-st.
JENNINGS, GEORGE, Butcher, Hampton-in-Arden, Warwickshire. Jan. 10, at 11; Birmingham.
LANE, CHARLES, Cab Proprietor, 4a, Savoy-st., Strand. Jan. 7, at 2; Basinghall-st.
PRESTON, JOHN, Watchmaker, Spalding. Jan. 7, at 12.30; Basinghall-st.
QUICK, FRANCIS, Jeweller, Bristol. Jan. 7, at 1; Basinghall-st.
TAITRAM, HENRY, Broker, Liverpool. Jan. 4, at 12; Liverpool.
WILLIAMS, JOHN GRIFFITH, Rope Maker, Newport, Monmouthshire. Jan. 20, at 11; Bristol.

MEETING OF CREDITORS.

TUESDAY, *Dec.* 14, 1858.

BYERS, MICHAEL, & THOMAS BYERS, Ship Builders, Monkwearmouth Shore, Sunderland (Michael Byers & Co.) Jan. 6, at 12; at Offices of A. J. & W. Moore, 4 Bridge-st., Sunderland.

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting.*

TUESDAY, *Dec.* 14, 1858.

ABRAM, ROBERT, Cabinet Maker, Manchester. Jan. 14, at 11; Manchester.
HARNDEN, JOSEPH, Eating-house Keeper, late of 4 Ivy-lane, now of Brompton, Kent. Jan. 5, at 1; Basinghall-st.
ISAACS, SAMUEL, Cigar Dealer, Market-st., Manchester. Jan. 13, at 12; Manchester.
KENT, WILLIAM CANFIELD, Innkeeper & Carpenter, Bletchingley. Jan. 6, at 12.30; Basinghall-st.
TAYLOR, AGNES, Provision Dealer, Newcastle-under-Lyme. Jan. 28, at 10; Birmingham.
TAYLOR, JOHN, Grocer, Hoxne, Suffolk. Jan. 7, at 11; Basinghall-st.

FRIDAY, *Dec.* 17, 1858.

HILL, JOSHUA, Joiner, Fairfield. Jan. 7, at 1; Liverpool.
M'LELLAN, LYDIA, Innkeeper, Mostyn Arms-hotel, Llandudno. Jan. 7, at 11.30; Liverpool.
NICHOLSON, THOMAS, Coal Merchant, Lydney. Jan. 11, at 11; Bristol.
SHEPPARD, JAMES, Licensed Victualler, Spread Eagle Hotel, Wandsworth. Jan. 8, at 12; Basinghall-st.
SMITH, JONAS, jun., Worsted Spinner, Low Moor. Jan. 11, at 11; Leeds.
SPENCER, HENRY, & HENRY BARTON CLAY, Shoe Mercers, Birmingham. Jan. 7, at 12; Birmingham.
STIRK, JOHN, Commission Agent, Wolverhampton. Jan. 10, at 11; Birmingham.

To be DELIVERED, *unless* APPEAL *be duly entered.*

TUESDAY, *Dec.* 14, 1858.

BOON, GEORGE, Laceman & Milliner, 15 Hanway-st., Oxford-st. Nov. 29, 3rd class; to be suspended for 12 mos. from Sept. 13.
DONCASTER, WILLIAM, Statuary Mason, Love-lane, Wandsworth. Dec. 9, 2nd class.
HOWES, CHARLES JOHN, Hotel Keeper, Uxbridge. Dec. 7, 3rd class.
LONGWORTH, THOMAS, Draper, Staveley. Dec. 4, 3rd class.
PEARSON, WILLIAM, Market Gardener, East Bergholt, Suffolk. Dec. 1, 2nd class; to be suspended for 4 mos.

FRIDAY, *Dec.* 17, 1858.

BALDWIN, EDWARD BRERETON, Saddler, Walsall. Dec. 10, 1st class.
BEET, THOMAS, & WILLIAM JONATHAN BEET, Merchants, Sheffield. Dec. 4, 3rd class to T. Beet; to be suspended for 12 mos.
FREEMAN, BENJAMIN, Haulier, 1 Commercial-rd., New-cut, Bristol. Dec. 13, 2nd class; to be suspended for 6 mos.
HORDAY, HENRY NOTT, Tin-plate Worker, Birmingham. Dec. 10, 2nd class.
KNIBB, JOHN, Grocer, Dunchurch. Dec. 10, 3rd class; to be suspended 3 mos.
PARKINSON, ROWLAND, Innkeeper, Blackburn. Dec. 10, 2nd class.
STOKES, JOHN, & GEORGE STOKES, Iron Manufacturers, Grove Iron Works, Smethwick. Dec. 10, 2nd class.
WILSON, SAMUEL SEWELL, Builder, 28 Burton-st., Eaton-sq. Dec. 11, 2nd class.

Assignments for Benefit of Creditors.

TUESDAY, *Dec.* 14, 1858.

CHAPMAN, WATSON, Sharebroker & Farmer, York, and Askham Bryan, Yorkshire. *Trustees*, S. Crawshaw, Gent., late of York, now of Harrogate; G. E. Lovegrove, Livery Stable Keeper, York. *Sol.* Wilkinson, 14 Coney-st., York.
CUMMING, JOHN, Linen Draper, Upper-st., Islington. Nov. 22. *Trustees*, J. Barnicot, Warehouseman, Friday-st.; E. J. Luck, Warehouseman, Love-lane. *Sol.* Heather, Paternoster-row.
GASCOIGNE, JOHN JAMES, Cordwainer, Mansfield, Notts. Dec. 9. *Trustees*, J. Parker, Currier, Mansfield; T. Cuthbert, Factory Overlooker, Mansfield. *Sol.* Woodcock, Mansfield.
HACKNEY, NATHAN, Oil, Grease, & Borax Manufacturer (residing at 8 York-ter, Beverley-rd.), Kingston-upon-Hull. *Trustee*, J. G. Cargill, Accountant, Spring-st., Kingston-upon-Hull. Creditors to execute on or before Feb. 27. *Sols.* England & Saxelbye, Quay-st.-chambers., Hull.
MARTIN, HENRY, & WILLIAM MARTIN, Smiths & Farriers, 6 Eastbourne-mews, Westbourne-ter. Dec. 7. *Trustees*, F. J. Pitil, & R. Stedall, Wholesale Ironmongers, Broad-st., Bloomsbury. Creditors to execute before Feb. 7. *Sol.* May, 67 Russell-sq.
PALMER, JOHN, Farmer, Thorlby, near Skipton, Yorkshire. Nov. 29. *Trustee*, J. Lister, Farmer, Intake, near Skipton. Creditors to execute on or before Mar. 1. *Sol.* Brown, Skipton.
PARKER, ARTHUR, Rope & Sail Maker, & Ship Owner, Exmouth, Devonshire. Dec. 11. *Trustees*, F. Davy, Gent., Topsham, Devonshire; J. Maers, Butcher, Lympstone, Devonshire. Creditors to execute before April 11. *Sols.* H. & B. J. Ford, Exeter.
SHEPHERD, JOSEPH, Baker & Grocer, King-st., Melksham, Wilts. Nov. 29. *Trustees*, B. Barton, Baker & Miller, Market-pl., Melksham; G. Shepherd, Yeoman, King-st., Melksham. *Sols.* Slack & Simmons, 1 Manvers-st., Bath.
WHITE, JOSEPH, Ship Builder, Ramsgate. Nov. 16. *Trustees*, A. L. Hodges, Shipping Agent, Ramsgate; H. Strong, Timber Merchant, Ramsgate. Creditors to execute before Jan. 16. *Sol.* Towne, Ramsgate.

WHITE, JOSEPH, & FREDERICK AUGUSTUS WHITE, Ship Builders, Ramsgate. Nov. 16. *Trustees*, A. L. Hodges, Shipping Agent, Ramsgate; H. Strong, Timber Merchant, Ramsgate. Creditors to execute before Jan. 16. *Sol.* Towne, Ramsgate.

WILTON, THOMAS. Linendraper, Broad-st., Birmingham, Nov. 23. *Trustees*, W. Butterfield, Merchant, Manchester; L. Roberts, Merchant, Manchester. *Sol.* Hampson, Manchester.

FRIDAY, *Dec.* 17, 1858.

BLAKOE, JOSEPH, Spirit Merchant, Market Rasen, Lincolnshire. Dec. 15. *Trustees*, W. N. Hewitt, Butcher, Market Rasen; J. Cullen, Builder, Market Rasen. Creditors to execute before Mar. 15. *Sol.* Saffery, Market Rasen.

BUSS, THOMAS, Chemist & Druggist, Faversham, Kent. Dec. 13. *Trustees*, H. Minter, Auctioneer, Graveney, near Faversham; T. Ware, Builder, Faversham. *Sol.* Tassell, Faversham.

CHITTENDEN, THOMAS RICHARD, Carpenter & Builder, Tonbridge, Kent. Nov. 29. *Trustees*, R. Tassell, Timber Merchant, Maidstone; T. Leaney, Timber Merchant, Tonbridge Wells. *Sol.* Goodwin, Maidstone.

COLLINS, JOSEPH, Leather Seller, Wolverhampton. Nov. 29. *Trustees*, J. T. Cunliffe, Ardwick, Manchester; H. Branscombe, Leather Merchant, Bristol. Indenture lies at offices of Jackson, Garrard, & Neale, Accountants, Shannon-ct., Corn-st., Bristol.

DUCKWITH, JOHN, Innkeeper, St. Helen's, Lancaster. Dec. 7. *Trustees*, S. Robinson, Brewer, St. Helen's; R. Butler, St. Helen's. Creditors to execute before Jan. 7. *Sol.* Barrow, St. Helen's.

MOWATT, ALEXANDER, sen., & ALEXANDER MOWATT, jun., Jewellers, Bath. Nov. 26. *Trustees*, J. M. Shum, Gent., Bath; D. Clarke, Watch Manufacturer, 8 Goswell-rd., London. Creditors to execute before Feb. 26. *Sol.* Henderson, 50 Broad-street, Bristol.

O'HARA, JOHN, Shoe Manufacturer, Northampton. Dec. 13. *Trustee*, T. Shepard, Leatherseller, Northampton. Creditors to execute before March 13. *Sol.* Shoosmith, Parade, Northampton.

POWELL, THOMAS LAMPARD, Upholsterer, Romsey, co. Southampton. Nov. 27. *Trustees*, F. Roe, Upholsterer, Salisbury; J. Cuthbertson, Paper Stainer, 49 Lower Belgrave-pl., Pimlico. Creditors to execute before Feb. 27. *Sols.* Hoddings, Townsend, & Lee, Salisbury.

Creditors under Estates in Chancery.

TUESDAY, *Dec.* 14, 1858.

ELLIS, EDWARD, Cloth Manufacturer, Kirkburton, Yorkshire (who died in Sept. 1857). Brook *v.* Preston, V. C. Stuart. *Last Day for Proof*, Jan. 14.

HARTLEY, JAMES, Ship Owner, 137 Leadenhall-st., Fairy-hall, Mottingham, Kent, and Dublin, Esq. (who died in March, 1857). Allan *v.* Hartley, Hartley *v.* Allan, V. C. Kindersley. *Last day for Proof*, Jan. 15.

KENYON, HENRY, formerly of Salford, Lancashire, Joiner & Builder, afterwards of Liverpool, Milk Seller & Bone Manure Manufacturer, and late of Roxbury, Norfolk, in the State of Massachusetts, Machinist (who died in March, 1855). Walker *v.* Kenyon. *Last Day for Proof*, March 4, at Office of Registrar for County Palatine of Lancaster, 1 North John-st., Liverpool.

LAITY, RICHARD, Yeoman, St. Hillary, Cornwall (who died in Oct. 1840). Laity *v.* Laity, V. C. Stuart. *Last Day for Proof*, Jan. 22.

PALMER, MARY, Spinster, 52 Evelyn-st., Deptford (who died in Nov. 1857). Machin *v.* Palmer, V. C. Stuart. *Last Day for Proof*, Jan. 14.

RANSOM, GEORGE, Tailor, Cambridge (who died in March, 1857). Re Ransom's Estate, Ransom *v.* Ransom, V. C. Stuart. *Last Day for Proof*, Jan. 24.

SILVER, WILLIAM, Butcher, Reigate (who died in July, 1858). Re Silver's Estate, Silver *v.* Johnson, V. C. Stuart. *Last Day for Proof*, Jan. 22.

SPARKS, ANN, Spinster, Cirencester, Gloucestershire (who died on Aug. 17, 1852). Sparks *v.* Mansell, M. R. *Last Day for Proof*, Jan. 10.

TAFE, WILLIAM, Grocer, Liverpool (who died in March, 1856). Tafe *v.* Tafe. *Last Day for Proof*, Jan. 10, at Office of Registrar for County Palatine of Lancaster, 1 North John-st., Liverpool.

FRIDAY, *Dec.* 17, 1858.

BENSLEY, BENJAMIN, Maltster, Norwich (who died in 1818). Bensley's Estate, Clift *v.* Crowfoot, M. R. *Last Day for Proof*, Jan. 18.

CARPENTER, CHARLOTTE, Widow, Itchen Ferry, St. Mary Extra, co. Southampton (who died on Oct. 23, 1857). Carpenter's Estate, Tanfield *v.* Cooksey, M. R. *Last Day for Proof*, Jan. 11.

COLLARD, GEORGE, Elverton, Stone, Kent (who died in March, 1852). Collard *v.* Collard, M. R. *Last Day for Proof*, Jan. 19.

EBRINGTON, ELIZABETH, Widow, Bridge-crescent, Bishopwearmouth, Sunderland (who died in Sept. 1857). Johnson *v.* Warburton, M. R. *Last Day for Proof*, Jan. 17.

LLEWELLIN, CHARLES, 4 Arlington-st., St. George's, Westminster (who died on Nov. 1, 1857). Llewellin *v.* Llewellin, V. C. Stuart. *Last Day for Proof*, Jan. 21.

PLUMB, JOSEPH, Yeoman, Blackwell, Tredington, Worcestershire (who died on Aug. 23, 1857). Gibbs, jun., *v.* Hornblow, V. C. Stuart. *Last Day for Proof*, Jan. 13.

PUGH, JAMES, Gent., Lanbuckiin, Lanbedr Painscastle, Radnorshire (who died on April 10, 1853). Pugh *v.* Pugh, V. C. Stuart. *Last Day for Proof*, Jan. 24.

SCHACHT, GEORGE, Merchant, Queen-st., Cheapside (who died in June, 1858). Smith *v.* Rieger, M. R. *Last Day for Proof*, Jan. 13.

STAPLETON, WILLIAM, Fishmonger, Sunbury, Middlesex (who died in June, 1842). Stapleton *v.* Stapleton, V. C. Kindersley. *Last Day for Proof*, Jan. 20.

WAINEWRIGHT, WILLIAM, Esq., Fludyer-st., Westminster (who died in Oct. 1857). Wainewright's Estate, Wainewright *v.* Lloyd, M. R. *Last Day for Proof*, Jan. 15.

Winding-up of Joint Stock Companies.

TUESDAY, *Dec.* 14, 1858.

LIMITED, IN BANKRUPTCY.

PATENT CARPET COMPANY.—A petition was, on Dec. 9, presented to the Court of Bankruptcy in London by a creditor, for the winding-up of this Company, which will be heard before Mr. Commissioner Fonblanque on Jan. 5, at 2.

FRIDAY, *Dec.* 17, 1858.

WILLIAMS STEAM FUEL COMPANY.—The Master of the Rolls peremptorily orders a call of £18 per share to be made on all the Contributories of this Company; and to be paid on Jan. 10, at 1, to Thomas Robert Preston, the official manager, 26 Austin-friars.

Scotch Sequestrations.

TUESDAY, *Dec.* 14, 1858.

CARRUTHERS, JOHN, Innkeeper, Annan, Dumfriesshire. Dec. 22, at 1; Buck-inn, Annan. *Seq.* Dec. 10.

FINLAY, JAMES, Farmer, Newlands, Portmoak, Kinross-shire. Dec. 17, at 1; Kirland's-inn and hotel, Kinross. *Seq.* Dec. 8.

HILL, ROBERT, & WILLIAM HILL, Bottlers & Ale & Porter Dealers, Hamilton. Dec. 23, at 1; Commercial-inn (Galloway's), Townhead-st., Hamilton. *Seq.* Dec. 10.

SINCLAIR, ALEXANDER, Fishcurer, Wick, Caithness-shire. Dec. 24, at 12; Leith's Caledonian-hotel, Wick. *Seq.* Dec. 10.

WATSON, WILLIAM OTTO, Spirit Merchant, Springfield-bldgs., Paisley-rd., Glasgow. Dec. 20, at 12; Faculty-hall, St. George's-pl., Glasgow. *Seq.* Dec. 9.

FRIDAY, *Dec.* 17, 1858.

CAMPBELL, JOHN, Seed Merchant, Queen-st., Glasgow. Dec. 24, at 2; Faculty-hall, St. George's-pl., Glasgow. *Seq.* Dec. 14.

CUTHBERTSON, ELIZABETH, Croall's-bldgs., Broughton-st., Edinburgh, deceased. Dec. 21, at 4; Johnston's Temperance Coffee-room, Nicholson-st., Edinburgh. *Seq.* Dec. 14.

GILLESPIE, ANDREW, Merchant, Edinburgh (Andrew Gillespie & Co.) Dec. 23, at 1; Dowells & Lyon's-rooms, George-st., Edinburgh. *Seq.* Dec. 13.

M'LARTY, WILLIAM, sometime Baker, now Grocer & General Dealer, Invercloy, near Brodick, Island of Arran. Dec. 24, at 12; Bute Arms-hotel, Guildford-st., Rothesay. *Seq.* Dec. 13.

MILLER, WILLIAM, jun., Paint & Varnish Manufacturer, Springfield, Glasgow. Dec. 24, at 12; Faculty-hall, St. George's-pl., Glasgow. *Seq.* Dec. 14.

ROSS, ROBERT, Shipowner, Willowbank, near Wick, Caithness-shire. Dec. 27, at 12; Leith's Caledonian-hotel, Wick. *Seq.* Dec. 13.

SMITH, JOHN, jun. (J. Smith & Co.), Coal Agent, Helensburgh. Dec. 25, at 12; Tontine-hotel, Helensburgh. *Seq.* Dec. 13.

WALLACE, ALEXANDER, Wright & Builder, Glasgow. Dec. 22, at 2; Faculty-hall, St. George's-pl., Glasgow. *Seq.* Dec. 11.

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THE SOLICITORS' JOURNAL.

LONDON, DECEMBER 25, 1858.

PROFESSIONAL EVIDENCE OF INSANITY.

Professional evidence, whether of engineers, physicians, or experts of any other class, ought to be received with extreme jealousy, alike in criminal and civil trials. We all know how strong the tendency of such witnesses commonly is to support the side which calls them. On questions of mental soundness—fortunately for the interest of truth—powerful motives frequently exist to prove the subject of inquiry sane, as well as to prove the contrary, and thus if extravagant opinions are advanced in one direction to-day, a corrective is likely to be supplied to-morrow. Nevertheless, the general result of all such inquiries is to show that a constantly increasing proportion of mankind are, in the judgment of those who pretend to be the best authorities, entitled to enjoy immunity from the usual penalties of violating the law. It is said, that as civilization advances, and education and the knowledge of religious truth are more widely spread, insanity in its various forms is found more frequently. Whether this melancholy proposition must be accepted in its broadest extent, we shall not undertake to say. But one result of intellectual cultivation in this country has undoubtedly been, that a larger number of persons are ready to pronounce others to be insane, and that the opinions of such persons obtain greater attention than they used to do. It is, however, most important to examine, on every occasion, the grounds on which these conclusions rest, and to take care that between eager theorists and scrupulous juries the fundamental principles of public justice are not lost sight of.

These considerations render it desirable that the medical evidence adduced last week in a trial for murder at York to establish the prisoner's insanity, should be canvassed with extreme strictness. The verdict does not seem to us a subject either for surprise or animadversion. The question was a doubtful one, and that is enough to exonerate the jury. We think, too, that the scientific witnesses showed more caution and moderation than has been usual on similar occasions. Dr. Forbes Winslow, the most distinguished expert who was called, did not deal much in those dangerous doctrines of irresponsibility for crime which he has sometimes propagated. But his testimony in support of the plea of madness was extremely weak, and the weight of his opinion was very materially diminished by two or three simple facts proved by other witnesses. He had only visited the prisoner once, and it is quite possible to suppose, looking to his evidence alone, that the dulness and imbecility of mind which he observed were counterfeited. The physiognomy, expression, gait, and slowness of apprehension of the accused, do not go for much, since it is certain that many ugly and stupid persons have committed murder, and have been rightly hanged for it. He admitted that *goitre* was not confined to persons subject to what he called "*dementia*." It is strange, by the way, that these scientific gentlemen cannot be content to use English words. The questions and answers which he reported might prove either what he terms "a low order of intellect," or a considerable degree of cunning. Dr. Winslow did not expressly say, and we hope he did not intend to imply, that "a low order of intellect" ought to be absolved from the punishment due to murder. The prisoner was able to repeat the Lord's Prayer, at which the witness was rather surprised, considering his past answers. He did not know whether the Queen was a woman or a man, at which we are rather surprised, considering his past history. Dr. Winslow had never known an imbecile do a sum in Proportion, and he thought it utterly impossible for the prisoner to do such a sum; but a schoolmaster proved that the prisoner could do Proportion. Dr. Winslow never knew of a sound-minded criminal who had covered his victim with wounds. The prisoner stated in his confession that his victim spoke four distinct times after the first wound. A small and perhaps blunt knife, a tremulous hand, and anxiety to end a horrible spectacle of suffering, might account for many ineffectual cuts and gashes. Decapitation is not more difficult than throat-cutting, and we are afraid to say how many times unskilful executioners have in vain applied the axe. Certainly many more than the prisoner used his knife. According to Dr. Winslow a murderer ought to be acquitted because he proved a bungling operator. Besides, the fury which destroyed life has been often known to mangle its victim after death. Savages usually, and homicides of civilised countries not uncommonly, bestow a few superfluous kicks and blows after the fatal stroke; and mankind have always felt some additional indignation at such prolonged violence. It has been reserved for an eminent physician of our time to see in it a proof that the assassin is not to be held responsible for his butchery. On cross-examination three letters, written by the accused while in prison, were read to Dr. Winslow, and he was obliged to admit that he should not for one moment have believed him capable of writing them. It was suggested that a clergyman who visited the prisoner many times might have assisted in the composition of these letters, and the important question, whether he did or not, was left in doubt, although the fact might easily have been ascertained. If the prisoner wrote the letters without assistance, it does not, perhaps, follow that he was not insane, but it certainly does follow that Dr. Winslow entirely misunderstood his case, and that the evidence of that high authority ought to count for nothing.

The strongest part of the prisoner's case was the evidence, that insanity, in some form or other, had existed in three different families to which he was allied in blood. We do not say that these facts proved the prisoner's insanity; but it is nearly certain that no jury would have found a verdict of guilty in the face of them, and, if they did, that the capital sentence would not have been carried into effect. The evidence of friends and relations added little to the strength of the defence, and the scientific testimony rather weakened it. Society, we cannot but think, is in some danger, if persons, "whose animal instincts and passions are disproportionately strong compared with their powers of mind," are as numerous everywhere else as they appear

to be in the West Riding, and are to be allowed the same impunity as has been granted to James Atkinson. The mad doctors, we are aware, have a remedy for this evil—they would shut up all the persons of disproportionately strong animal instincts in asylums, and put them upon a course of field labour and water gruel for the term of life. If society, they would say, will not take this simple and obvious precaution, it must bear the consequences. But, for our own part, we are unwilling to cover the whole land with gigantic receptacles for persons unable to control their passions, and we prefer not to abandon the old-fashioned idea that education, habit, and the terrors of the law, would, if properly applied, go very far to put such persons in the way of doing what is represented by the keepers of asylums as impossible.

It is observable that James Atkinson, in his most violent paroxyms of passion, had always sufficient self-command to avoid falling upon one of his own size and strength. Then, again, a witness described him, when a boy, coming hungry into the kitchen, and battering the clock-case with a stick until his mother pacified him with a slice of the joint which was cooking in the oven. If this is evidence of insanity, it appears that a man of twenty-four is not to be hanged for murder because, when a child of eight or nine, he compelled his mother to give him half-raw meat rather than wait an hour or two for dinner. Perhaps if on this and similar occasions in early youth the prisoner had been treated differently, the mental strength which nature gave him might have been so developed as to control the fury of that passion which at last could only be satiated by blood. Still it is harsh to punish a man because in childhood he did not educate himself, and therefore we do not insist that James Atkinson should have been hanged. But it is, at any rate, something gained that he has been put in peril of his life. The asylums to contain half of our adult males are not yet built, or even planned, and therefore it is as well to let it appear that disproportionate animal instincts and passions are still likely to bring those who indulge them very near the gallows. We would desire to enjoy the protection of a law which, at least in theory, exacts life for life, until Dr. Winslow and Dr. Caleb Williams have got all the lunatics, actual and possible, into fenced and barred houses, and have put them upon low diet and severe exercise, with keepers and strait waistcoats always ready. The doctrine of this school is, when plainly stated, irreconcilable alike with law, religion, and public safety. Dr. Winslow, as we have remarked, was cautious; but a country practitioner, the medical attendant of the prisoner's family, being less versed in controversy, ventured to declare his opinion without disguise. The prisoner, when thwarted, was liable to violent passion, and in these fits of passion momentary insanity might appear. Dr. Williams added, that during a sudden outburst of passion, the prisoner would have no power to appreciate the nature and quality of an act—he would have no power to restrain himself. But this, we should have thought, was the ordinary effect of violent passion, which has been experienced in all ages, and has taught mankind in general that they must form such mental habits as will preserve them from giving way to it, and that, if they fail in this, they must abide the consequences of the acts into which their passion has impelled them.

CONSOLIDATION AND CODIFICATION.

Rational advocates of law reform have more to fear from the extravagance of their friends than from the hostility of opponents or the indifference of constituted authorities. If any practicable scheme is proposed, it is straightway caricatured by visionary projects, which serve only to cast ridicule on the whole subject, and to arm objectors with arguments which it is difficult to answer. This has been especially the fate of all attempts to reduce our cumbrous statute-book to some reasonable compass. No sooner is consolidation brought under discussion than it is capped by the wild project of codifying the whole of the unwritten law, or (to adopt the phraseology of a paper lately read before the Law Amendment Society) consolidating the 1200 volumes of reported decisions. No one who looks soberly at the great obstacles which present themselves in the way of the most modest scheme of consolidation, can doubt that the only chance of success is to narrow the enterprise within manageable limits. The mere legal and literary difficulties of reducing the statute law into a code of moderate extent are serious enough. What is to be done with the phraseology of old statutes, which, by a long series of judicial decisions have acquired a definite meaning very different from that which the mere letter of the law would convey? Is the old inadequate language to be retained, and to be interpreted, as it now is, by the light of the reports, or is an attempt to be made to modify familiar clauses by introducing, in explicit terms, all the law which legal implications and refinements have grafted upon them? These and a multitude of similar difficulties would render the task of a commission, armed with sovereign powers, sufficiently trying. But, besides all this, we have a still more formidable obstacle to surmount, in the jealousy with which Parliament is disposed to regard any attempt to alter a tittle of the law, under the pretext of consolidation. We do not doubt that such obstacles might be surmounted, if the task were only undertaken in earnest and prosecuted with a consistent sagacity which the existing Commission has not yet displayed; but we are quite satisfied that, if the undertaking is to be complicated by embracing the reports as well as the statutes within the scope of the consolidation, it is doomed to certain failure.

Mr. Webster, the author of the paper to which we have referred, reproduces all the hackneyed arguments in favour of a consolidation of the judge-made law of the reports, but they really amount to little more than this—that decisions are sometimes conflicting, or uncertain, in which case they ought to be superseded by the authoritative voice of a code pronouncing clearly on one side or the other; and that, even where the law is absolutely settled, it would be better to have it recorded once for all in a code, than buried in volumes with which none but lawyers, and not all of them, are familiar. Reasoning of this kind assumes two things, neither of which can be admitted. One is that the unwritten law could be reduced to a simple code, without introducing more uncertainty by the imperfection of its language than it would cure by the settlement of open questions. The other assumption is, that such a code, when prepared, would be allowed to pass without alteration through the two Houses of Parliament.

Whatever may be thought of the first of these difficulties, the idea that Parliament will delegate to any body of men the power of arbitrating, as it were, between all the conflicting judgments that have ever been given is utterly absurd. And if there be not such unqualified delegation of authority the code must go, in the usual course, into committee, and would come out of it filled with contradictions and absurdities, compared with which the existing uncertainty, which has been so much exaggerated, would be a very trifling inconvenience. Our objection to Mr. Webster's scheme is, that it is to a great extent unnecessary and altogether impossible. It would secure no imaginable purpose to stuff out a code with the universally accepted doctrines of the common law. If the first article were gravely to enact or declare that the eldest son was his father's heir-at-law, would any one be the better for the publication of the platitude? Mr. Webster gives in his paper some specimens of the sort of dogmas which he would put into his consolidated book of the common law. Here is one example—

A legal mortgagee is not to be postponed to a prior equitable mortgagee, upon the ground of the legal mortgagee not having the title deeds, unless there be fraud, or gross and wilful negligence, on the part of the legal mortgagee.

It is impossible to conceive anything more utterly useless than a formal enunciation of such a dogma as this. The difficulties which present themselves now in the contests for priority, to which such a clause would apply, are in determining what circumstances constitute the "fraud or gross and wilful negligence" referred to, and Mr. Webster would find it very difficult to suggest any set of circumstances under which a decision would be more easily arrived at by the aid of his proposed clause than it may be at present. The very nature of such questions (and a large proportion of our entire equity jurisprudence is precisely of the same character), precludes the possibility of codification. Words of vague general import, like fraud, negligence, acquiescence, undue influence, notice, and a host of others, which would form the essential language of the code, have really no precise and definite meaning apart from the circumstances of particular cases. They are terms involving distinctions, not of kind, but of degree, and no acuteness on the part of jurists would enable them to frame an explicit code, capable of interpreting itself, without the aid of decided cases. After all the head-notes of all the reports had been revised and arranged, and reduced into the shape of a statute, nothing of a practical kind would be done; for it would be just as necessary then, as it is now, to refer to the facts of the reported cases, in order to interpret, with any approach to exactness, the general propositions of law, of which such a code would consist. A compilation of legal platitudes in ambigious language would afford but little assistance, either to the profession or the bench; and though it might, doubtless, be desirable to introduce more precision into some rather hazy districts of the law, it is exactly in this part of its task that a commission for the consolidation of the reports would be certain to get into conflict with Parliament, if not within itself, and to end by abandoning its functions in despair. Where the unwritten law is settled, a code is not wanted; where it is unsettled, the formation of a code would be impracticable.

With a singular inversion of ordinary reasoning, Mr. Webster argues that, "if under arbitrary Governments the laws had been codified, so as to command respect, much more easily could a code be framed for a nation governed by its own intelligence." With all deference to Mr. Webster, we should have thought that an absolute governor, with only his own will and pleasure to consult, could impose a code of laws more easily than a commission, who have not only to satisfy themselves on a thousand difficult points, but to induce the 660 representatives of the "national intelligence" to accept, without inquiry, the projected alterations of the law. Even if the statutes alone are dealt with it is only too probable that the whole scheme may be defeated by the reluctance of Parliament to take the wisdom of the consolidators for granted, and pass their code without debating and altering it clause by clause. But by including the settlement of all the remaining uncertainties of the common law among the objects of the consolidation, the chance which there now is of seeing the work completed would be utterly destroyed.

Mr. Webster, and those who think with him, are not the first persons who have courted failure by forgetting to keep their enterprises within the bounds of possibility; and we hope that no encouragement will be given by the Law Amendment Society to a project which will render vain the exertious which have already been devoted to the more practical though sufficiently arduous business of statute law consolidation.

PROCTORIAL MONOPOLY NOT DEFUNCT.

A practice appears to prevail among army agents, which tends to deprive solicitors of business in the Probate Court naturally belonging to them. A correspondent informs us that a very old client of his lately lost a son who was in the army and died in India. The father came to our correspondent, and produced papers for administration, and executed them before him as a commissioner. Some surprise was felt at thus finding a client of many years' standing employing another practitioner to do what is now the business of a solicitor, and inquiries were made to ascertain how the instructions reached the proctor who issued the papers. It turned out that when the army agents are applied to by relatives of deceased officers, they are in the habit of telling them that they must apply to Messrs. A. & B., proctors, to do what is necessary, and the parties most probably act upon this intimation, without ever becoming aware that they might, if they chose, resort to their own solicitors to do what is now ordinary solicitor's business.

We can well conceive that many a parent, from the time when he applied for his son's first commission, has formed the habit of acting with implicit faith upon the advice given him by the army agent. Military authority prescribes many things, and military usage adds many more, in which any deviation from the line marked out would have inconvenient if not fatal consequences. It is or was customary for the newly gazetted ensign to ascertain the name of the regimental tailor, who alone, of all his trade, has had confided to him the mysteries of cut and facings, which to the instructed eye distinguish soldiers who, to common observation, are one very much like another. If a rash youth should choose to neglect this imperative advice, he would inevitably have to pay for his imprudence, both in peace of mind and pocket. And there are numberless other matters in which both parent and son will be taught, if they need the lesson, that obedience is the first duty of a soldier. It is not, therefore, at all surprising, that when a father, who has purchased some of this experience, applies to an army agent about obtaining the property of his deceased son, and is told that he must have recourse to Messrs. A. & B., proctors, he treats the suggestion as if emanating from the Commander-in-Chief himself. Not a doubt ever crosses his afflicted mind that Messrs. A. & B. are the duly constituted authorities, who alone can properly transact the very simple business of taking out administration in common form. He would as soon have thought of getting his son's first uniform made by the village tailor as of employing his own confidential solicitor to put him in possession of that son's estate.

Now, as long as the proctorial monopoly existed, and each practitioner quietly enjoyed his share of it, competition and jealousy would have been out of place. There was enough for all, and a peaceable division of the valuable field of privilege was the best policy. It mattered little to the public whether Messrs. A. & B., or some other proctors, regarded the clients of a particular army agent as appertaining to their own allotted share of the corporate domain. But the case is altogether altered now, when an Act of Parliament has been passed, of which one object certainly was to enable the suitor in the Probate Court to employ, if he chose, his ordinary legal adviser to transact his business there. It is very likely that the army agents have never heard, or have forgotten, that every solicitor is competent to do that for which they recommend Messrs. A. & B. to, or rather impose them upon, those whom they have such an excellent opportunity of influencing. They would scarcely, we think, go the length of nominating a solicitor in any case where those who consulted them stood in need of ordinary legal aid. But the matter well deserves attention, because it is probably only one of many contrivances which time will bring to light for preserving the proctorial monopoly.

Most persons, if they were aware that an option was allowed them, would prefer to have all their legal business done by those to whom they entrust the most important part of it. We cannot but regard the practice

attributed to the army agents as an unfair interference with this option; and we should advise all solicitors to be on the watch against similar attempts to abridge the professional advantages conferred upon them on the remodelling of the Probate Court. The proctorial monopoly is by no means extinguished, and if Doctors' Commons should be made, as seems not impossible, the permanent seat of the new tribunal, it may display great and increasing vitality in future years.

Legal News.

COURT OF QUEEN'S BENCH.

(Sittings at Guildhall, before Mr. Justice Crompton and a Special Jury.)

Graham v. *Lawrance.*—*Dec.* 16 & 17.

Mr. *Bovill* and Mr. *Cleasby* appeared for the plaintiff; Mr. *Wilde* and Mr. *Hannen* for the defendant.

This was an action brought by the plaintiff, an official assignee in the Court of Bankruptcy, against the defendant, the well-known solicitor practising in the Bankruptcy Court, to recover damages in respect of losses sustained in consequence of an insufficient indemnity, procured by the defendant, as attorney for the plaintiff, in an action brought by Messrs. Graham and Green against the plaintiff, an official assignee, for having seized a vessel called *The Jane Green*, under the bankruptcy of Messrs. Griffiths, Newcombe, & Co., which Graham and Green claimed as their property.

The case was tried on the 6th of July last, and a report of it appeared in this journal on the 10th. On that occasion the jury were discharged without giving a verdict, having been locked up several hours without being able to come to an agreement.

On this second trial the jury retired, and after an absence of an hour sent word that they were not likely to agree. However, in about half-an-hour afterwards they came into court and returned a verdict for the defendant.

TRADE PROTECTION SOCIETIES.

(From *The Daily News.*)

The numerous devices which fraudulent ingenuity has of late years invented, for the purposes of obtaining the goods of unwary merchants and manufacturers, have very naturally incited the latter to the consideration of defensive measures, amongst the most effectual of which are the trade protection societies, now in full operation in most of the leading centres of commerce. There can be little doubt but that in their inception these institutions were fully justified by the numberless disgraceful transactions which the Courts of Bankruptcy and Insolvency were daily exposing; and, had they continued steadily to pursue their inquiries within reasonable limits, few would have been found to complain now of their questionable legality. It may be, and it is quite reasonable, that a merchant from whom a retail dealer demands goods on credit, should take every available means of ascertaining the solvency of his customer, and the law has provided special and facile machinery for the pursuit of his special inquiries. But when, extending those inquiries far beyond his own legitimate purpose, he seeks to dive into the private affairs of every man who may find it necessary under some temporary emergency to avail himself of legal forms for the raising of money, a positive abuse creeps in, and much and serious injury may be done to struggling men, with no other equivalent than the gratification of an idle curiosity.

It is not to be wondered at that such a mischief should attract the attention of solicitors, who necessarily, of all other men, are cognisant of the various cases in which money is raised for temporary emergencies by perfectly solvent and honest men, and of the irreparable damage that is, and may be, done to their clients by the unprivileged and indiscriminate publication of such transactions. Accordingly, we find Mr. Ford, of the firm of Rogerson & Ford, making the matter the subject of a paper, read by him at the annual meeting of the Metropolitan and Provincial Law Association, held in Bristol in the month of October last. Mr. Ford at once gives in his adhesion to the principle of protection societies, and admits, that, in so far as collecting information respecting the circumstances of traders, to be kept in books for the inspection of subscribers, such societies are legitimate and of great service to the mercantile community. But he goes on to point out how much the scope of these societies and their operations have been extended of late years, and how lists are weekly published of all the varieties of legal forms, of which persons in temporary want of money avail themselves, in order to secure the lender. It may be said, that Mr. Ford, in going so far as he does in his approval of the protection societies, concedes the whole principle, the publication of transactions being as complete in the society's books as it would be in printed circulars. Theoretically, this may be true, but practically there is a very wide difference between the two systems. When the particulars are only recorded in books kept in an office, and only to be examined on personal application, no man will waste his time in the investigation unless he has an immediate personal object. If A. applies to B. for a thousand pounds worth of goods on credit, and B. is not satisfied with the references—references being the usual and open mode of ascertaining solvency—it may be worth B.'s while to take a cab and hurry off to the society's office, and there to pore over the large ledgers for half an hour or so, and see whether the name of his intending customer is to be found with warrant of attorney, or cognovit, or judge's order, or judgment, or bill of sale appended to it. But he will not undertake such a job merely for his amusement, and thus A.'s transactions will, as a rule, only become known to such persons as have an equitable right to inquire into them. On the contrary, if, once a week, A. finds a light airy-looking sheet on his breakfast-table, alongside his *Punch* or his *Household Words*, it is merely a pastime to him to skim over the record of the week's difficulties, and he finds materials for no end of gossip in the scraps of personal news which are thus disclosed. We have at this moment a number of the *Commercial Compendium* before us, and upon recently running our eye casually down the list of names, were astonished to find that a near neighbour, whom we had before looked up to as a sort of small millionaire, had recently executed a thumping bill of sale; and although we have no earthly interest in our neighbour's affairs, we had, on reading this disclosure, all the pleasurable excitement derivable from a "bit of news," which, of course, went round the family circle; and Heaven knows where the mischief may end. Let us take a strictly parallel case. A man wishes to insure his life, and for that purpose goes to one of our established City offices. The manager sees him, and makes the most affectionate inquiries about his health, his previous habits, the longevity of his parents, and a variety of other equally interesting topics. Not satisfied with this, he calls in the doctor, makes the customer strip, and has him knuckled and stetheoscoped and examined, until he is perfectly satisfied as to the exact amount per cent. at which the offering life may be insured. Now this is all perfectly legitimate and proper, because the manager is asked to bind his office to the reversional payment of a certain sum of money, and he has a right to take all possible security that there shall be fair play on both sides. But suppose that, not satisfied with the application, he should still keep the facts to be published in a weekly bulletin, in which all the world, or at least that portion of it which chose to subscribe for a copy, should be informed that the unfortunate rejected was a dreadfully bad life, had been left a double orphan in his infancy, had scrofula, epilepsy, and a periodical tendency to asthma, was a four-bottle man, with other interesting particulars usually elicited at an insurance-office investigation, would any man of common sense or common humanity contend that such publication was legitimate, or that any trader would be justified in demanding protection obtained by such means?

It is unnecessary to multiply the instances in which such a system as that for which we have been in the foregoing paragraph endeavouring to find a parallel may do irreparable injury to perfectly honest and deserving, although perhaps for the moment struggling traders. Any man who knows anything about commerce or commercial law will see at a glance how the evil must work, and how mischief may be done for which there cannot be the slightest justification. To those who may wish to examine the question carefully through all its ramifications we can cordially recommend Mr. Ford's Address, which has been published by Bond, 8, Bell-yard, in the form of a pamphlet, and which fairly exhausts the subject. But there is an aspect of this system of indiscriminate publication which perhaps has not struck its most strenuous advocates, but which is incidentally illustrated in one of the August numbers of *Household Words*. In the very pleasant and readable way in which matters of deep importance are often made to arrest the public eye in that popular serial, we are told of a "Sell in the dearest, buy in the cheapest, market" speculator, who, whenever he wanted any article which was worth the trouble always consulted "Perry," to see what tradesman was "in trouble," when he immediately pounced down upon the unfortunate man, selected the article he wanted,

and by the exhibition of the irresistible gold effected its purchase at considerably less than the cost price.* Here we see that the system of indiscriminate publication is a two-edged sword. It gratifies the curiosity of the merchant, but it also tells the speculator where that merchant's goods may be had at a less price than he himself had paid for them. How many bankrupts are there not whose goods go to satisfy their creditors, but who, if they could only have been brought into communication with such men as the *Household Words* speculator, would have converted the stock, even at an "enormous sacrifice," into ready money? The *Weekly Compendium* is, in fact, a sort of house of call for such parties, as in it the man in difficulties is duly advertised, and the Gradgrind speculator is told at once where to go when in want of a cheap lot. A fraudulent musicseller, though ever so desperately bent on raising the wind, might find some difficulty in getting off a grand piano at short notice for ready cash, or an insolvent bookseller might hawk a copy of Dugdale's "Monasticon" about a long time at any figure in the open market; but in such a place as London there are always people who want everything, or who may be tempted to buy everything, and through the agency of the *Weekly Compendium* the most unlikely transactions can be effected without loss of time. In this way the purchaser gets his bargain, the rogue pockets the ready money, and the only loser is the creditor, who, having established and patronised a system of the most indiscriminate publicity relative to every man's affairs, thus finds himself in the end, like the engineer, "Hoist by his own petard."

We do not profess, in the foregoing remarks, to have done more than open a subject which deserves immediate and earnest attention from the whole of those classes who are engaged in occupations of which credit forms the basis. It is quite clear that if this organised system of espionage is carried on, the trade of the country will ultimately be contracted within the narrowest possible limits, as all men must gradually be struck down except those whose condition is so exceptional as to make money accommodation entirely unnecessary. To pry into, and then to blazon forth alike to the interested and the indifferent the whole of a man's monetary transactions, and to do so without the elucidatory facts which might have given them an entirely innocuous character, is not only an un-English, but it is an unmercantile system. Commerce is a game, which, to be played well, must be played fair, without undue advantage on the side of either buyer or seller. If the merchant insists on an inquisitorial knowledge of the affairs of his customers he will soon find himself without any; and if retail trade cannot be entered into except under the most favourable circumstances as to means, we shall lose the efforts of all those struggling men who, through sunshine and storm, now energetically fight the battle of life, and often, after many struggles, such as those which are gibbeted as crimes in the *Weekly Compendium*, ultimately find themselves comfortably settled on the table land of independence.

THE LATE BARON ALDERSON.

(From the *Saturday Review*.)

There is little enough that is exciting in the life of Baron Alderson. He was one of those men, the leaven of English society, who are content with the ordinary rewards of their profession, without using them as stepping-stones to popularity or power. He had many of the qualities by which men rise to historical eminence—a subtle intellect and an eloquent tongue, tested in the fierce ordeal of a rapid and brilliant legal career, great social influence, and the power of physical endurance, without which all these are tantalising mockeries. But for some reason or other, to him, at to many in these later days, the rewards of ambition had lost their gloss. He could appreciate the substantial results of professional success, and he desired as keenly as any man that his life should be a benefit to his fellow-men; but he would not follow the example of most successful lawyers by entering upon a political career which would conduce to neither the one nor the other of these objects. What appears to have influenced him more than anything in making this resolution was, the death of his brother-in-law, Lord Gifford, whose life had been brought to a premature close by the labour and the anxiety of the Attorney-General's office. Accordingly, he declined several offers that were made to him to bring him into Parliament, and accepted a puisne judgeship before he had even arrived at the silk gown.

A number of Letters and Charges, and other detached compositions, are added to the Memoir, together with two or three of his best-known judgments. With the exception of the one on the Jew question, now a matter of constitutional history these judgments are, of course, only interesting to legal readers. The Letters and Charges deal with more general matter, and are of considerable interest. A judge's opinion is one of the few that are likely to be both instructive and independent, and therefore has always a special value; and in Baron Alderson's case this value was greatly increased by the influence he exercised on many of the distinguished men who were his contemporaries. Several of the papers relate to the question of punishment and reformation. He looked with great suspicion on the humanitarian movement, which threatened to efface the idea of punishment altogether, and treat criminals merely as the victims of a disease, only differing from other diseases in being remarkably inconvenient to society. He did not look hopefully on any of the schemes for the reform of adult prisoners, of which, a few years ago, the speeches of philanthropists were full. It must be added, that it was with very little more hope that he looked on the deterring influence of punishment. The following answers given to a committee of the House of Commons by so experienced a judge, do not leave the mind in a very sanguine state with respect to our criminal legislation:—

> I do not think that mere imprisonment has much terror for offenders: to many who are brought to crime through great distress it is, I believe, a great boon . . . . I believe crime to be a chronic disease, and not curable by a short process, if curable at all. It follows that I disapprove of short periods of imprisonment as for this purpose useless. I adopt them, because in the present state of our prisons I do not think reformation likely to follow from a long imprisonment there, but rather the reverse . . . . I have no great hopes that any good effect would follow from adopting those suggestions [working prisoners in gardens or factories]. The more you adopt gentle means for reform, the less dread you leave on the minds of the offenders and their friends. The latter even become desirous that their relations should be subjected to the discipline; and this actually in the cases of children operates very ill, making the parents less regardful of their duties. But this is no reason for not making an attempt at reform. . . . . I think the deterring effect of punishment generally is not very great. The chances of escape are great, if a criminal were to calculate them. I remember hearing it proved, when people were hanged for uttering one-pound notes, that such notes sold currently for twelve shillings apiece. The risk of death was then run for the possible gain of eight shillings on an expenditure of twelve shillings.

But yet he looked on the deterring effect of punishment, such as it was, as more indispensable than the reforming:—

> It is also desirable—I do not know whether it is the duty of the State—to make all criminals better if possible; but I think this object is to be held subservient to that of preventing crime by the example of punishment; and on no other principle that I can perceive is it possible to defend capital punishments, which can hardly be said to have any tendency to make the individual criminals better, though I think they have a strong effect in repressing crime.

In his dread that the kindness which must accompany all attempts to reform the guilty would act as a bribe to crime, he was at first opposed to the reformatories for youthful offenders; but after the passing of the clauses by which the parents were mulcted for their support, his objection vanished, and he gave them his hearty co-operation. It need hardly be said, that, with these principles, no efforts of his friends could induce him to countenance the penitentiary system, which, as too often conducted, offers to immorality the very bribe which the reformatories threatened at one time to offer to thieving.

THE LATE MR. COMMISSIONER BALGUY.

(From *The Birmingham Journal*.)

In another part of our paper of to-day we announce the death of John Balguy, Esq., who has held the appointment of Bankruptcy Commissioner in this town ever since the passing of the Act in 1842. His death was somewhat sudden; it is scarcely a fortnight since Mr. Balguy sat in his Court in his usual health, and although his age was verging upon fourscore the traces upon him of physical decay were comparatively slight. At the commencement of the present month Mr. Balguy had an attack of indisposition, but by no means a severe one, and sought a short cessation from active duty at the hands of the Lord Chancellor: he retired to his seat, Duffield Hall, near Derby, and without any particular increase of his malady, he quietly sank, and died there, on Thursday night, we believe in his seventy-eighth year.

Mr. Balguy had been so long connected with us, not merely as Bankruptcy Commissioner, but as a leading member of the bar of the Midland Circuit, that something more than a passing notice of his demise is called for. He was called to the bar by the Honourable Society of the Middle Temple so long since as 1805, and was we believe at the time of his death the Senior Bencher. Not long after Mr. Balguy was called, he joined the Midland Circuit, in which his family had long resided and had many connections. At that time there were men at the Midland Bar many of whom afterwards became famous. Clarke (the Welsh Judge) was one of its leaders, and Denman and

* This illustration is given in extenso by Mr. Ford in his Paper, post, p. 133

Copley were struggling upwards. In the midst of men of that order John Balguy made his way; his genial nature, his unbroken serenity of temper, his kindly and loveable nature, above all, his gentlemanly demeanour, soon made him a prime favourite at the bar, and with the solicitors on his circuit. His success at the bar was proportionate; a great or an acute lawyer, the equal of some of his contemporaries—such as Copley, Holroyd, Littledale, Wood, Bayley, or Maule—Balguy never was, and never pretended to be; but in some respects he possessed a power more considerable than either. Mr. Balguy's forte lay with the jury; he was essentially a Nisi Prius advocate; in that capacity he felt himself at home, and there he was eminently successful. The writer of these lines remembering him full twenty years ago, when Balguy was in every cause on the Midland Circuit, has full recollection of the raciness of his style—his rollicking, jovial manner of addressing the jury—the skill with which he managed his case, and the adroitness with which he took advantage of points left unguarded by his opponent: all these were characteristic of the man; to which may be added a mode and a felicity of impressing the jury with the truthfulness of his case, which raised him to the highest position in that branch of his profession. As years wore on, and Mr. Balguy's old leaders left this circuit, he himself took a leading place. It was, we believe, in 1833, that Lord Brougham, at the request of Lord Denman, conferred a silk gown upon Mr. Balguy. From that time until his further promotion by Lord Lyndhurst to the Bankruptcy Commissionership here, he maintained his position on the Midland Circuit with such men as Hill, and Goulburn, and Adams for his competitors.

The manner in which he discharged his duties here was well told by Mr. James yesterday. To his remarks we need not add one word. Mr. Balguy's successor may administer the law with more vigour; he will not be a better man.

In private life, and in the social circle, the qualities of Mr. Balguy most shone forth. He had resided at Duffield most of his life; indeed, his father had lived there before him; and it has been said of the late Commissioner, that, with the exception of the late Duke of Devonshire, he possessed more influence than any other man in the county of Derby. He was Chairman of the Quarter Sessions, and Recorder of Derby, the duties of both of which offices he discharged to the satisfaction of the public.

Mr. Balguy was a gentleman in the truest sense of the word; and it was this quality which more than any other secured for him and endeared him to so large a circle of friends. Between him and the late Lord Denman there existed a feeling of affectionate regard, the result of a mutual admiration and appreciation of each other's high qualities. Mr. Balguy leaves behind him a family, who may be sure that it will be long before their father is forgotten.

Two gentlemen have been named as likely to succeed the late Commissioner in his appointment here. These are Mr. Whateley, Q.C., and Mr. O'Malley, of the Norfolk Circuit. With reference to the first, at least, we may say that the appointment would be most acceptable to the profession.

The intelligence reached the Court in Waterloo-street about half-past eleven in the morning of Friday, the 17th inst., by means of a telegraphic message addressed to Mr Waterfield. That gentleman had on the previous day been informed that Mr. Balguy's health was improving, and, of course, the news caused him much painful surprise; but as soon as he had somewhat recovered command of his feelings, the learned Deputy-Commissioner announced the fact to those in Court. Mr. Smith, who happened to be engaged in the case then being heard, and was almost the only local solicitor in Court, there upon suggested that an adjournment should take place. Such a course, he said, was usual, out of common respect for the memory of a deceased judge; but he felt sure he was only uttering the sentiments of all practising in that Court, and of all who were in any way connected with it, when he said that they heard of the death of Mr. Balguy with as much pain as though it had been that of a near and dear friend. His feelings would not enable him to say more, and he would simply suggest that the Court should be adjourned till another day. The Deputy-Commissioner said, he felt scarcely equal to going on with the business, but as there was a London solicitor present, it would be well not to put him to the trouble of coming there again. He felt sure Mr. Smith only spoke the feeling of all who had ever come into contact with Mr. Balguy. To him personally the deceased gentleman had always shown the most affectionate attention. Later in the forenoon the solicitors practising in the Court assembled, and Mr. T. S. James, as their senior, asked the permission of the Deputy-Commissioner to express their sense of the sad loss they had sustained. They all had felt, he said, that while Mr. Balguy presided over them, they had one who was a true English gentleman, a man of high honour, and a man of genuine kindness and feeling. If ever he committed any error, it generally arose from his being too kind to bankrupts, and this evidently proceeded from his feeling that he was sitting in judgment on men who had lost everything but the hope that a good word from him might give them another start in life. Now and then he summoned his sterner feelings and did his duty; but when they could say of a man that kindness, instead of harshness, was his only failing, such a fact explained the general feeling of regret which the death of Mr. Balguy had occasioned. He came amongst them fresh from the leadership of the Midland Circuit, and they knew they had the advantage of being presided over in that court by one who did not merely come with a knowledge of books, but by a gentleman who knew the world well, and possessed an extensive knowledge of how men acted in life and commerce. The clearness of his intellect was always conspicuous, and the whole profession felt that they and the Court had sustained a loss which would not be easily repaired. Mr. Deputy-Commissioner Waterfield: I need not say how sincerely I join in every word you have uttered; but I am quite unprepared to add any force to the expressions of regret which the painful news has called forth. My loss is greater than yours, for ever since I have been connected with this Court Mr. Balguy has shown me the kindness of a father, and in losing the Commissioner I have lost a dear friend. I can never hope to serve under such a Commissioner again.—All the officers of the Court doubtless joined Mr. Waterfield in this expression of regret.

Biggs Andrews, Esq., Q.C., is appointed one of the Country Commissioners of the Court of Bankruptcy for the Exeter District, *vice* Montague Baker Bere, Esq., deceased.

George William Sanders, Esq., Barrister-at-Law, is appointed one of the Country Commissioners of the Court of Bankruptcy, *vice* John Balguy, Esq., deceased.

Mr. J. Deedes has been appointed to the Recordership of New Romney, vacant by the death of Mr. E. D. Brockman.

Recent Decisions in Chancery.

Statute of Limitations—Arrears of Interest on Debt charged on Land by Will.

Blower v. *Blower*, 7 W. R. 101.

A testator by his will gave all his real and personal property to his wife, out of which he desired that she should discharge all his legal debts, and enjoy the surplus for her life; and at her decease the property was to be divided as in the will mentioned. A farm servant of the testator left his wages from time to time in his master's hands, and it was agreed between them that the debt thus due should carry interest. The testator died in 1837, and a suit for the administration of his estate being now instituted, the question arose whether interest upon this simple contract debt was payable for the whole time which had elapsed from the testator's death, or whether the Statute of Limitations prevented the recovery of more than six years' arrears. *Stuart*, V.C., decided, without hesitation, that the statute did not apply. The numerous cases cited show how much controversy has arisen upon these enactments. Their construction, however, is now for the most part settled, and it is, perhaps, the best course for judges to follow their predecessors implicitly, instead of endeavouring to give reasons which are not very likely to prove conclusive.

Under the old law the question would have involved no difficulty. In *Hargreaves* v. *Michel* (6 Madd. 326), Sir *J. Leech* says, "The Statute of Limitations does not run against a trust, and a charge is a trust to be executed by the devisee or heir." In a certain sense, no doubt, every charge is a trust; but when we come to deal with cases falling under the modern statute, it will appear that these terms are by no means invariably synonymous. The limitation which it was attempted to apply in the case before us is that of 3 & 4 Will. 4, c. 27, s. 42, enacting that "no arrears of rent or of interest in respect of any sum of money charged upon or payable out of any land or rent, shall be recovered by any distress, action, or suit, but within six years next after the same respectively shall have become due." Now, the claim before the Court was for arrears of interest in respect of money charged on land, and, therefore it fell within the very words of this enactment, unless the saving contained in a previous clause (s. 25) applied to it. That

section enacts that "when any land shall be vested in a trustee upon any express trust, the right of the cestui que trust, or any person claiming through him, to bring a suit against the trustee, or any person claiming through him, to recover such land, shall be deemed to have first accrued, according to the meaning of the Act, at, and not before, the time at which such land shall have been conveyed to a purchaser for valuable consideration, and shall then be deemed to have accrued only as against such purchaser and any person claiming through him." The statute, therefore, has declared that, as between the trustee and the cestui que trust, time shall not run until there has been a conveyance to a purchaser. It may be taken as the result of numerous cases, that, if, in the present instance, the relation of trustees and cestui que trust existed between the devisees and the creditor, the 25th section of the statute would operate to prevent the bar of the 42nd section, and the creditor would be entitled to interest upon his debt from the testator's death. Whether this construction of the Act be such as a student's mind would have arrived at without the light derived from the reports, is doubtful; but, at this moment, let it be enough that the cases have been so decided. It was felt by the Court, after the passing of the Act, that the old rule, which kept alive all express trusts, was equitable, and ought not to have been interfered with. This rule the judges resolved either to find in the new statute or to put there, and so they construed s. 25 as a qualification of s. 42. But, in order to obtain the benefit of this forced adaption of the Act of Parliament to the principles of equity, it is necessary that the creditor should claim not under a mere charge, but under a trust for payment of debts. An "express" trust in s. 25, means a trust arising on the words of some instrument as distinguished from trusts raised by operation of law. The testator in the present case gave all his real and personal property to his wife, "out of which he desired that she should discharge all his legal debts." These words created an express trust within s. 25. But if the words following the gift had been "charged with the payment of £1000 to A," that would be a mere charge, and a trust would not be raised, at least not such a trust as would come within s. 25. If, again, the words had been "charged with the payment of all his legal debts," it is probable, but not certain, that they would constitute a trust within the section.

It must be owned that the example of those judges who have taken liberties with the Statute of Limitations has not been lost upon Sir *J. Stuart*. The resort to natural equity as a help in construing Acts of Parliament was never perhaps carried, or rather threatened to be carried, further than on this occasion. The debt, as we have seen, was due from a master to an old servant. The Vice-Chancellor said that "he should be sorry that on any question under the Statute of Limitations, the relation of master and servant should not have great effect in determining whether or not the statute applied." Now, it was argued that the relation between the testator and his servant was analogous to that of trustee and cestui que trusts—an argument which may be tested by considering whether the Court would have entertained a bill by the servant to recover the accumulations in his master's hands. But, supposing that the Court would have considered the master as a trustee, and that such a view of the case would have given the servant any further remedy against the estate than that of a simple contract creditor, there might, perhaps, arise some right unaffected by the statute; but surely the existence of such a right ought not to be treated by a judge as capable of affecting a mere question of construction. Sir *J. Stuart* says, in effect, this: It is doubtful whether this claim for interest is or is not barred. But it would be very hard upon an old servant to lose the interest, and therefore the statute does not operate as a bar. We think "the exceptions contained in the statute" are quite sufficiently embarrassing, without introducing "the transaction with the widow" as an additional element of confusion.

LIEN OF BROKERS FOR GENERAL BALANCE.

Jones v. *Peppercorne*, 7 W. R. 103.

It was laid down in *Brandao* v. *Barnett* (12 Cl. & Fin. 805), that the general lien of bankers is part of the law-merchant, and is to be judicially noticed, like the negotiability of bills of exchange, or the days of grace allowed for their payment. When a general usage has been judicially ascertained and established, it becomes a part of the law-merchant, which courts of justice are bound to know and recognise. This general lien of bankers extends to all securities deposited with them, as bankers, by a customer, unless there be an express contract, or circumstances that show an implied contract, inconsistent with such lien.

In the present case evidence was adduced to prove that, by mercantile usage, stock-brokers as well as bankers are entitled to a general lien, and *Wood*, V. C., held the evidence so adduced sufficient. The bill was filed by the proprietors of certain Dutch bonds, payable to bearer, which were deposited with Strahan & Co., the bankers, for safe custody. These bonds, having been handed by Strahan & Co. to the defendants, their brokers, by way of deposit, to secure advances made by them to Strahan & Co., and the bonds having upon sale realised a larger amount than the advances made upon them, the question was, whether or not the plaintiffs were entitled to have the surplus paid over to them, without regard to a balance alleged by the defendants to be due to them, in respect of their general business transactions with Strahan & Co. The bonds being payable to bearer, it was not contended that the defendants were in any way bound to deal with them as if they belonged to other persons than the bankers. The case above referred to is decisive on this point. The securities disputed in that case were exchequer bills, in which the blank for the payee's name had not been filled up, and which, therefore, were payable to bearer; and it was held that the depositee need not look beyond the apparent owner. The evidence given by brokers in the case before us, was to the effect that lenders had a lien upon all the borrower's securities remaining in their hands, until the balance due on every account was paid. As we understand, the Vice-Chancellor considered this as matter of usage to be proved by evidence. But then he goes on to inquire whether, when the broker sold and parted with the securities, he was bound to sell only as many as would raise the particular sum advanced upon them, or whether he might not sell the whole, and apply the proceeds in reduction of whatever balance might be due to him. The conclusion was, that the broker might sell and apply the proceeds of the whole; but this latter question seems to be treated in the judgment as one not of usage but of law. An effort is made to decide it by reasoning upon *Brandao* v. *Barnett*. We should have thought that, if evidence of usage sufficed to establish the general rule as to securities deposited, the same authority would have been appealed to for a rule applicable to the particular case where the securities had been sold. However, whether as matter of law or usage, the general lien of brokers has been established by this case.

Cases at Common Law specially interesting to Attorneys.

CRIMINAL LAW—LARCENY IN APPROPRIATING FOUND PROPERTY.

Reg. v. *Christopher*, 7 W. R. (C. C. R.) 60.

The reservation of this case was, in effect, an attempt to obtain from the Court of Criminal Appeal a more satisfactory rule than that which was laid down by Lord Wensleydale, in the well-known case of *Reg.* v. *Thorburn* (2 Car. & Kir. 831), as to the circumstances which must exist before the finder of lost property, failing to restore it or take any measure to discover the owner, can be convicted of larceny. According to the ruling in that case, it is essential, to support the charge of larceny, that *at the time of taking* the property there must have been in the mind of the finder an intention to appropriate it to his own use. This criterion has been followed in several subsequent cases. Thus in *Reg.* v. *Preston* (21 L. J. 41), it was held that it was bad law to make the acquittal or conviction of the prisoner turn upon the opinion of the jury, as to whether at the time of appropriation the finder knew, or had the means of knowing, the owner. The Court in this case declared, that no felonious intention conceived *subsequently* to the taking would suffice; and Mr. Baron *Martin* put the instance of a man taking an umbrella *as his own* by mistake, and continuing to keep it after he had discovered the true owner. So also in *Reg.* v. *West* (24 L. J., M. C., 4), the conviction for larceny was held right, of a man who had taken up a purse left in his shop by a purchaser, with (as the jury found) an intention at the time to appropriate it to his own use; although the jury also found as a fact, that when he so appropriated the purse the owner of it was unknown to him. In the case of *Reg.* v. *Dixon* (25 L. J., M. C., 39), however, the Court seems to have diverged somewhat from the test of criminality laid down in *Reg.* v. *Thorburn*, and to have substituted another, viz. whether, at the time of finding, the finder had any means of discovering the owner, and that, if he had not, he is not guilty of larceny, though he afterwards had the means of such discovery, and still retained the property. It is apprehended that this (according to the doctrine of *Reg*, v. *Thorburn*) raises an immaterial issue; because it would be quite consistent with the pri-

sooner not having at the time of finding any means of discovering the owner, that he should still have in his mind, at the same time, the intention of appropriating the article to his own use at all events.

In the case under discussion, the jury had been directed in such a way that they might consistently therewith have found the prisoner guilty, though they thought that the felonious intent of appropriating the property found had been conceived subsequently to the finding. The conviction was consequently quashed; and the Court took occasion to intimate that they continued to approve of the criterion established as the correct one by *Reg.* v. *Thorburn*—though *Williams*, J., remarked that he had never been able to agree with some of the principles laid down in that case.

It may be observed that the rule there given was not a novel one, but consistent with many of the earlier authorities. Thus, in one case, where a coat was left lying on a stone seat by a roadside, and was soon afterwards found in the prisoner's possession, *Bayley*, B., told the jury, that, in order to the prisoner's being found guilty of larceny, they must be of opinion that, *at the time the prisoner took the coat*, he did so animo furandi. As to the evidence of the animus, it is said in the First Report of the Criminal Commissioners, that the intention of a person taking property by finding will be felonious or not according as his conduct—in omitting to use due diligence to discover the owner, or in concealing the property, or the like—shows that in the taking he had or had not a design to deprive the owner altogether of his property. This position, however, has been disapproved of in a work on criminal law of high authority (Russ. on Crimes, by Greaves, vol. 2, p. 14), where it is remarked that the question whether there was animus furandi has sometimes been decided by considering whether, at the time the chattel was found, the prisoner knew, or had the means of ascertaining, to whom it belonged; and that the *conduct* of the finder was not conclusive. According to the rule finally adopted in *Reg.* v. *Thorburn*, and subsequently (as we have seen) supported, the only question, however, for the jury to determine is, whether or no the animus furandi did exist, at the time of the finding, with reference to the property found; and the conduct of the finder, or the fact of his knowing or being able to discover the owner or otherwise, would seem to be evidentiary only, and not conclusive, of the concurrence of the felonious intention with the actual finding.

Practice—Certiorari—Plaintiff is not bound to follow up Proceedings.

Garton v. *Great Western Railway Company*, 7 W. R., Q. B., 63.

This was an application to the full Court to rescind an order of *Erle*, J., that a judgment, signed by the defendants in the above cause (which the defendants had removed from a county court by a certiorari, obtained ex parte, into the Court of Queen's Bench) should be set aside. It was part of the motion that the plaintiff should pay to the defendants their costs in removing the plaint. It appeared that the plaint removed was levied in the county court, to recover a sum overpaid by the plaintiff to the defendants, in respect of carriage on goods. This was only one of a number of plaints levied by the plaintiff in the same court, in respect of similar alleged overcharges made by the defendant; and on this particular plaint being removed, as above stated, under 19 & 20 Vict. c. 108, s. 38 (which allows a plaint for a claim not exceeding £5 to be removed by certiorari, if the superior court or judge shall deem it desirable that the cause shall be tried in the superior court, and on the party removing giving security for the amount of the claim and costs), the plaintiff pursued it no further; and on his failing to declare, on being called to do so by the defendant, the judgment for costs, now set aside, was signed against him in default. The question was, whether, under such circumstances, a plaintiff can be compelled to go on with the proceedings removed by the defendant into the superior court; or whether he is only liable to be, ipso facto, out of court, if he remains for the space of a twelvemonth without declaring. The Court held, that the order complained of was quite right, since the plaintiff was not bound to follow the proceedings. All that the Court could do in favour of the defendant was, to see that the plaintiff did not bring in the county court, a fresh action for the overcharge complained of in the plaint removed. They could not prevent his commencing there or elsewhere other proceedings, in respect of similar alleged overcharges, not the subject of the original plaint.

The practice as here confirmed by the Court, is so laid down in Lush's Pr. (2nd ed.), p. 757, where, on the authority of *Clack* v. *Dixon* (3 M. & S. 93), and *Clerk* v. *Berwick* (4 B. & C. 649), it is stated that if the proceedings in an inferior court are removed by the defendant by certiorari, the plaintiff, though he is out of court in a year if he do not declare, is not bound to follow the defendant into the superior court; nor can the latter, under such circumstances, sign judgment for his costs.

Bankruptcy—Construction of 12 & 13 Vict. c. 106, s. 178.

Boyd v. *Robins and Langlands*, 7 W. R., Exch. C., 78.

This case throws light on an important question in the bankruptcy law, which, in one form or another, has of late given rise to much litigation, viz. the true construction of 12 & 13 Vict. c. 106, s. 178. The particular question arising under this section, before the Court in the case under discussion, was, whether a bankrupt who had obtained his certificate of conformity was entitled to plead the same in bar of an action brought against him for the price of goods supplied after the bankruptcy to a third party, on the faith of a continuing guarantee by the bankrupt, and not revoked by him. The solution of this question depends on the proper construction of the above provision in the Bankrupt Consolidation Act, 1849; for by this it is provided that if a bankrupt trader has contracted with any person a liability to pay money on a contingency, which shall not have happened and the demand in respect thereof shall not have been ascertained before the filing of the petition, the person so contracted with may prove as against the bankrupt's estate (and, consequently, the certificate will relieve against any subsequent claim) in respect of such liability—the person contracted with being admitted to claim for such sum as the Court shall think fit. Is, then, a liability on a continuing guarantee such a liability as the Act intends? And is the bankrupt's certificate a bar to an action on such guarantee brought for the price of goods supplied after the bankruptcy? The Court of *Common Pleas* answered these questions in the affirmative. They held in effect that the liability of the bankrupt arose at the time when he entered into the guarantee; and that it was, as required by the Act, a liability to pay money on a certain contingency (viz. the failure of the party supplied with the goods to pay for them), which had not happened before the petition in bankruptcy was filed, nor had the demand in respect thereof been before that period ascertained. And that the difficulty of ascertaining the fair amount for which the person contracted with ought to be allowed to claim, was no argument against his being entitled to prove under the section, and the consequent discharge of the bankrupt from future claims. And it was, therefore, held that the case came within that class of liability which the Bankrupt Act of 1849 intended to provide for, in extending the capability of proof and the effect of a certificate as a bar, not only (as before that statute) to debts payable upon a contingency, but to a liability to pay money on a contingency—the difference between which is well illustrated in the case of *Hankin* v. *Bennett* (8 Exch., 107). But this line of argument the Court of Error (reversing the judgment of the Common Pleas) have now decided to be a mistaken one. They unanimously held that a guarantee for the payment of goods, not in fact supplied until after the bankruptcy, was not a liability within the above section; could not therefore have been admitted as any claim against the bankrupt's estate; and could not be relieved against by his certificate. In coming to this determination, the Court must be taken to have adopted the view submitted arguendo with regard to the true object of the bankrupt law, viz. that it was to ascertain the state of the bankrupt at the time of filing the petition for adjudication, and to deal with his debts and liabilities at that time accrued, but not to relieve him from a liability within his own control. For, it is observable, that it was one of the facts of the case under discussion, that the bankrupt, after obtaining his certificate, gave no notice to the party by whom the goods were to be supplied, that the guarantee originally given was not to continue. The principle on which the Court of Error proceeded, seems the same as that on which *Temple* v. *Pullen* (8 Exch. 389) was decided, viz. that a cause of action relieved against by the certificate must not have arisen after the bankruptcy. There the bankrupt defendant had given to B. a blank promissory note, which was filled up and endorsed over to the plaintiff for value, after the defendant had become bankrupt and obtained his certificate. And the Court of Exchequer held that here there was no contingent liability capable of proof under the Consolidation Act.

With reference to the more recent authorities, the present decision of the Exchequer Chamber is, in its principle, in entire concordance with the views of the Queen's Bench in *Warbury* v. *Tucker* (5 Ell. & Bl. 384), the judgment in which case (error having brought thereon) has been very recently affirmed.*

* See an account of this case sup. p. 6.

The judgment of the Common Pleas now reversed, was, however, supported by the view that Court took of this same section in the case of *Young* v. *Winter* (16 C. B. 401); which, therefore, so far as it is inconsistent with that taken in *Warbury* v. *Tucker*, must now be considered as overruled.

Ireland.

DUBLIN, WEDNESDAY.

COURT OF CHANCERY APPEAL.

ALLEGED AGREEMENT FOR A LEASE—PART PERFORMANCE

Fay v. *Burke.*

It has long been settled, that, notwithstanding the provisions of the Statute of Frauds, a verbal agreement relating to lands or hereditaments will be enforced by courts of equity, where the person against whom it is to be enforced has, by his acts, amounting to part performance of the agreement, placed the opposite party in a position in which it would be against conscience to leave him without relief. Thus, in the leading case of *Lyster* v. *Foxcroft*, specific performance was decreed of a parol agreement for a lease, by virtue of which agreement the tenant had entered, and had at his own expense erected new buildings on the premises. The main difficulty in such cases, however, is to ascertain what the terms of the agreement really are; and it would appear from dicta of eminent judges that an attempt will be made, where there is a dispute as to the terms of the agreement, to collect them from the acts of the parties. In the important case of *Mundy* v. *Joliffe* (5 My. & Cr. 177), where the defendant was compelled to execute a lease, in expectation of the granting of which the plaintiff had incurred considerable expense in draining, &c., Lord Cottenham there said, "Courts of equity exercise their jurisdiction in decreeing specific performance of verbal agreements, where there has been part performance, for the purpose of preventing the great injustice which would arise from permitting a party to escape from the engagement he had entered into." "And with that object, the Court has at the hearing, when the plaintiff has failed to establish the precise terms of the agreement, endeavoured to collect, if it can, what the terms of it really were." Some of the early cases even went so far as to construct (so to speak) an agreement out of the conflicting statements of the parties, and more particularly from the acts which had been done in alleged pursuance of it. (Vide 2 Ves. jun. 243; 6 Ves. 670).

But material as acts done in part performance become when there has been an actual agreement entered into, although the terms of that agreement be or be not accurately preserved, yet it is important to observe that the existence of an actual agreement is essential to the case of a plaintiff, who relies on acts done or expenditure incurred by him. The rule was thus tersely enunciated by Lord Brougham in *Thynne* v. *Glengall* (2 H. L. Ca. 158). "There can be no part performance where there is no *completed agreement* in existence. It must be obligatory, and what is done must be under the terms of the agreement and by force of the agreement." Questions of this nature, arising in Ireland, are chiefly landlord and tenant questions—the landlord unwilling to bind himself, but allowing the tenant to lay out money in improvements—the tenant, with or without reason, relying on the probability of his permanent continuance as tenant, and making improvements accordingly. The danger of a tenant so doing in the absence of a binding agreement on the part of the landlord, is newly exemplified by the decision of the Court of Chancery Appeal in *Fay* v. *Burke*. The facts of the case were as follows:—In 1849, Mr. J. H. Burke, then being on friendly terms with the Rev. Mr. Fay (Roman Catholic priest of the parish), wrote a letter to him, proposing that he should become the tenant of thirty acres of land, the property of Mr. Burke, for a long term, at a certain rent. Mr. Fay accordingly sent in a written proposal to become tenant on those terms, and forthwith entered into possession of the land in question. Immediately afterwards, Mr. Burke discovered, that, under the provisions of his marriage settlement he had no leasing power beyond a power to lease for one life; and in March, 1849, he wrote to Mr. Fay, informing him of his inability to grant the proposed lease, but offering to let the farm "in the usual way," for the life of Mr. Fay,—who thereupon (as he alleged) accepted the offer, and acted on the agreement which he supposed was made between them. In 1854, Mr. Burke died, and his son, Major Burke, the present respondent, entered as next remainderman under the settlement. Mr. Fay then applied to him for a regular lease, but received a refusal; and shortly afterwards received notice that his rent, as that of a yearly tenant, would be raised. To this the petitioner replied, claiming, under the letter of the respondent's father, a lease for his own life. Notices to quit were served on all the other tenants, and their rents were raised; but Mr. Fay's rent remained unaltered. In the years 1855 and 1856 a considerable sum was expended by the petitioner in building and making improvements of a permanent character on the lands; of which improvements, as the petitioner alleged, Major Burke, through his agent, was cognisant. At the end of 1856 notice to quit was served on the petitioner; ejectment proceedings followed; and ultimately the parties came into the Court of Chancery. A petition being filed for specific performance of the alleged agreement of 1849, which it was now sought to enforce against Major Burke, the remainderman, the Master of the Rolls dismissed the petition, observing, that, although compelled to do so, he regretted that he could not grant the relief prayed. From this decision the present appeal was brought. For the petitioner, it was contended that a contract in writing existed between the parties—*i. e.* Mr. Burke's letter, offering terms, which had been accepted by the petitioner; that this letter was binding on Mr. Burke, and was assented to by the petitioner so as to make it binding on him also; and that, even if no written contract existed, there had been such a part performance of the agreement (to be collected by the Court from all the circumstances) as would take the case out of the Statute of Frauds. As to the remainderman, Major Burke, the petitioner contended that he was, through his agent, aware of what was going on, and was therefore bound to carry out the arrangement. For the latter, it was argued, that no agreement had been entered into; that the improvements had been wrought at the sole risk of the petitioner, without his landlord's knowledge; and that he could not be held to be bound by any knowledge which his land-agent might happen to possess on such a subject.

In delivering judgment, the Lord Chancellor said, that there was no evidence to show that the terms of the letter of 1849 were accepted by the petitioner; nor could a Court of equity treat that proposal as a contract binding on the remainderman. As between the petitioner and Major Burke, the transaction had been one not of agreement, but of mere unfounded belief on the part of the former that he should not be disturbed in his occupation of the land. After the unqualified refusal of Major Burke to grant a lease, the petitioner had no ground for expecting that the Court would protect him against the loss incurred through his improvements. With every desire to relieve the petitioner, he (the Lord Chancellor) could find nothing more than this—that, believing he would not obtain a lease, he had expended his money, trusting that Major Burke would not disturb him. The Lord Chancellor, in conclusion, expressed a hope that Major Burke would, notwithstanding his strict legal right, find means to give the petitioner the benefit of his expenditure.

The Lord Justice of Appeal was also of opinion that the appeal must be dismissed. The statement of the respondent, denying notice of or acquiescence in the improvements, had not been displaced. In administering this branch of equitable jurisdiction, the Court would be cautious not to interfere, unless there were a certainty that the tenant expended his money in the full assurance that he possessed a certain estate or interest in the premises, and unless it were clear that the landlord knew not only of the tenant's expenditure, but of his reason for incurring it. As to the merits of the present case he (the Lord Justice) also regretted that the Court could not grant relief to the petitioner, whose conduct had been, indeed, so incautious, that the Court could not prevent his landlord from enjoying the fruits of his improvident outlay. Appeal dismissed, but without costs.

The recent decision in *Swinfen* v. *Swinfen* has rendered counsel very careful of entering into arrangements on behalf of their clients. In the present case, the Court threw out several earnest recommendations as to such a compromise as would do substantial justice to the tenant. The opposite counsel, however, stated that the respondent was absent on foreign service, and that any arrangement was utterly impossible. For petitioner, *Blake*, Q. C., and *Morris*; for the respondent, *Fitzgibbon*, Q. C., and *Sidney*.

ROLLS COURT.

ADMINISTRATION SUIT IN ENGLAND AND IRELAND.

Parnell v. *Parnell.*

In this case two suits had been instituted, and had progressed—one in the Irish, the other in the English Court of Chancery—for the purpose of administering the estate of the late Mrs. Evans, of Portrane, Ireland, and of Eaton-square, London; and

the question now to be decided by the Court was, which of these suits was to be continued, and which was to be abandoned. Various proceedings have been taken in both suits, to which it is not necessary to advert. In December, 1857, an order was made by the Master in Chancery (Litton) appointing a new trustee of the will of the deceased in the place of one who had disclaimed. At the same time, an application was made to the English Court of Chancery, upon which a new trustee was also appointed. Applications were made in both suits to set aside the respective orders appointing new trustees; both of which applications were refused. The petitioner in the English suit applied in June, 1858, to the Master here to stay proceedings, but his application was refused with costs; whereupon he made a similar application before Sir J. Romilly, who referred the matter to the Master of the Rolls in Ireland, with a request that he would state which of the two suits was the one in which the interests of all parties would be best protected. The case was now brought on in the form of an appeal from a decision of Master C. Litton.

Brewster, Q. C., contended, that the proceedings taken in England were, inasmuch as no debts of the testatrix remained unpaid, unnecessary, and would tend only to accumulate costs. The fund required for legacies, &c., was to be raised in Ireland; and the amount to be ultimately realised by his client (who was the only person really interested in the proceedings being inexpensively conducted) depended upon the way in which the estate was manipulated in its passage through the Court. The consequences of English solicitors and lawyers coming over here were (said the learned counsel) greatly to be apprehended; for their bills were such as to demonstrate how much more lucrative was practice across the Channel. The proceedings taken by the English solicitor had been both speedy and ingenious; in one instance, he had included in the chief clerk's certificate three untaxed bills of costs—a thing which could not have occurred here. As the money was to be applied here, it was clearly more beneficial that the English suit should be stayed.

Warren, Q.C., said, that the will directed investment in foreign securities, which could not be effected here. There was one creditor on the estate for £4000, whose demand was established before the chief clerk, but being omitted by mistake from the certificate (which stated, "not any debt due"), was afterwards interlined therein. The amount of costs charged by solicitors was not an admissible argument; and with regard to the costs included in the chief clerk's certificate, there was no objection to have them taxed.

The Master of the Rolls said, that the interlineation of a charge of £4000, in a certificate stating that "no debt was due," was primâ facie improper; and he should require further explanations as to it. Of the difficulties which had occurred to him, when the matter was first mentioned, he had been relieved, through Sir J. Romilly asking his opinion as to which suit should progress, and being prepared (as was understood) to stay the English suit, if requisite. There could be no doubt as to the proper order to be made. The petitioner, as residuary legatee, was the party entitled to the surplus, a surplus which was likely to be greatly diminished if the English suit proceeded. That suit had been conducted in an expensive manner, without regard to the interests of the residuary legatee. His Honour made some further remarks on the insertion of the debt of £4000, which was done, he considered, for the purpose of anticipating the objection that no debt remained unpaid; and he decided that the Irish suit was that which ought to be prosecuted.

APPOINTMENTS, &c.

Mr. John Birney has been appointed Crown Solicitor at Quarter Sessions for the county of Antrim, in the place of Mr. O'Neill, deceased.

The Law Professorship in Queen's College, Galway, is vacant through the resignation of Mr. Hugh Law, whose professional engagements on the North-East Circuit and in Dublin prevent him from any longer performing the duties of the professorship. There are many candidates in the field, for although the emoluments are moderate, the post is on all other accounts an eligible one, and interferes but slightly with practice at the bar.

Metropolitan and Provincial Law Association.

The substance of the following paper, "On the Evils arising from the Publication of Notices of Warrants of Attorney, Cognovits, Bills of Sale, Judges' Orders, County Court Judgments, &c., in the Journals of Trade Protection Societies," was read by Mr. William Ford, of the firm of Rogerson & Ford, of 31, Lincoln's-inn-fields, London, solicitors, at the annual provincial meeting of the Association, held at Bristol, on the 5th October last:—

"I have considered it a duty owing to the public, to bring the above subject under your attention, believing that the consideration of it will lead to the adoption of measures by which the evils and ruin to which I shall advert may for the future be mitigated. You are most of you aware that there are established in London and elsewhere certain offices or associations called 'Trade Protection Societies,' the objects of which are to collect information affecting the character, transactions, and circumstances of traders and other persons, which information is entered in books kept at the offices of the societies for the inspection of subscribers. So far, I think that such associations are of great service to the commercial community. *Perry's Register* has now been established, I believe, for upwards of half-a-century, and has aptly been termed by an able writer 'a daily necessity of commercial life.' The operations of the proprietors or managers of these associations have, however, been greatly enlarged within the last few years, their former periodical issue of list of bankruptcies, insolvencies, meetings of creditors under assignments, &c., having assumed the form of regular weekly journals, containing lists of all warrants of attorney, cognovits, judges' orders, bills of sale, county court judgments, Irish judgments, Irish warrants of attorney, and protested bills of exchange, &c., in Scotland; so that each subscriber has placed before him weekly a printed record of every one of the documents I have mentioned, filed in the offices of the courts during the preceding week. *Perry's Private List*, as it is called, and *The London Trade Protection Society's Journal*, issue forth weekly, seriously, as I believe, prejudicing and imperilling the credit of every man whose name appears in them, no matter under what circumstances the recorded security may have been given. The most wealthy and prosperous trader may be compelled, by circumstances beyond his control, to submit to the registration of a judge's order; but so surely as he does so, if commercial credit be an ingredient of his success, he will gradually find that credit contracted, or withdrawn. To the struggling trader, the appearance of his name in one of these journals is virtually a publication of a 'declaration of insolvency.' At the outset, I would wish to remove any impression that I question the policy of the law which requires the filing of the several documents to which I have made reference. I admit that the Acts requiring the registration of such documents were passed for wise and beneficial purposes; but I believe that the evils and ruin which have been occasioned by the announcement of such registration in these unlicensed publications have far exceeded the evils which registration was intended to counteract.

"It will perhaps be convenient that I should shortly state the provisions of the several Acts of Parliament under which warrants of attorney, cognovits, judges' orders, county court judgments, and bills of sale, are required to be filed. This is indeed necessary, as I shall have to call your special attention to the fees which, by those several Acts, are directed to be levied for the searches and extracts which any person is entitled to make and have of and from the documents so filed. The first of the series is the 3rd of Geo. 4, c. 39, intituled 'An Act for preventing Frauds *upon Creditors*, by secret Warrants of Attorney to confess Judgment.' The preamble to this Act, which is as follows, is important:—

"Whereas injustice is frequently done to creditors by secret warrants of attorney to confess judgments for securing the payment of money, whereby persons in a state of insolvency are enabled to keep up the appearance of being in good circumstances, and the persons holding such warrants of attorney have the power of taking the property of such insolvent in execution at any time, to the exclusion of the rest of their creditors; for remedy whereof, be it enacted, &c.

"The 1st, 2nd, and 3rd sections then proceed to direct the filing of warrants of attorney and cognovits, or true copies thereof, together with affidavits of due execution within twenty-one days.

"The 5th section enacts that

"The clerk of the docquets and judgments in the Court of King's Bench, shall cause every warrant of attorney and cognovit, and every copy, to be numbered, and shall keep a book or books, in which he shall enter the names and additions and description of the respective defendants, or persons giving such warrants of attorney or cognovits, and also the names, additions, and descriptions of the plaintiffs, or persons in whose favour the same shall have been given, together with the number and the dates of the execution and filing of the same, and the sums for which judgment is to be entered up, and also the sums which are specified to be paid by the defeasances, or conditions, in each warrant of attorney or cognovit, and the times when the same are made payable, according to the form contained in the schedule to the Act, which said book or books, and every warrant of attorney and cognovit or copy, so filed, may be searched and viewed by all persons at all seasonable times, paying to the officer, for every search against one person, the sum of *sixpence, and no more*.'

"I ask you to bear in mind this provision, and the amount of the search-fee, they having an important bearing upon the subject now under consideration—'paying to the officer, for every search against one person, the sum of sixpence, and no more.'

"Sect. 7 enacts that any person may have an office copy of any document so filed, upon paying for the same at the like rate as for office copies of judgments in each of the courts respectively.

"By an Act of the 6th & 7th Vict. c. 66, being an Act to enlarge the provisions of the last-mentioned Act, after reciting the 5th section of such Act, it proceeds—

"And whereas it is expedient that greater facility should be given to persons in searching such book or books, and obtaining the information contained therein, and that the provisions of the said Act should be enlarged—

"It then enacts

"That from and immediately after the passing of this Act, the said officer of the said Court of Queen's Bench shall, in addition to the book in and by the above-recited Act directed to be kept by him, keep another book or index, in which he shall cause to be fairly inserted, as and when such warrants of attorney or cognovits are filed in manner as directed by the said Act, the names, additions, and descriptions of the respective defendants, or persons giving such warrants of attorney or cognovits, but containing no further particulars thereof; which book or index all persons shall be permitted to search for themselves, paying to the officer for such search the sum of one shilling, such payment being in addition to the payment of sixpence provided by the said Act to be paid for every search against one person in the book or books provided to be kept under the authority of the said Act.

"It will be observed, therefore, that, by these two Acts, two books are to be kept. By the first Act—3 Geo. 4, c. 39, s. 5—a book is to be kept containing these particulars: the names and additions and descriptions of the respective defendants or persons giving the warrants of attorney or cognovits, also the names, additions, and descriptions of the plaintiffs or persons in whose favour the same shall be given, together with the number and dates of the execution and filing of the same, or of copies thereof respectively; and the sums for which judgment is to be entered up, and also the sums which are specified to be paid by the defeasances or conditions of such warrants of attorney or cognovits, and the times at which the same are made payable. A fee of sixpence is payable for every search in this book against one person. By the second Act—the 6 & 7 Vict. c. 66—the book or index thereby directed to be kept is to contain information of a more limited nature. It is simply to state when such warrants of attorney or cognovits are filed, and the names, additions, and descriptions of the respective defendants or persons giving the same, but is not to contain any further particulars. The words, 'containing no further particulars,' in the Act, must be specially noticed. The fee for searching this book, such search not being limited, as in the search under the former Act, to one person, is one shilling, in addition to the payment of the fee of sixpence provided by the former Act.

"The practical working of the two sections is as follows:—Upon payment of the fee of one shilling, any person may search the second book, and ascertain the name, description, and address of every person who has given a warrant of attorney or cognovit, and the date when filed; but if a person desires to know the date of the instrument, to whom given, the amount mentioned in the defeasance, and the amount actually secured, then he must search the first book, and pay a fee of sixpence for each person against whom he searches.

"It will be convenient for me here to refer to some numbers of *Perry's Private List*, and the *London Trade Protection Society's Journal*, by which you will observe that the particulars which they give of the contents of "warrants of attorney and cognovits" could not be obtained from the book directed to be kept by the 6th & 7th Vict. c. 66.

"They give the court, the date of the instrument, the penalty, the actual amount secured, the date when filed, name, description, and address, by whom given, and the name of the person to whom given; so that, it is clear, such information can only have been obtained by a search in the book directed to be kept by the 3 Geo. 4, c. 39, s. 5, which directs a fee of sixpence to be paid for every search against one person. It is clear, also, that reference must have been made by the *employés* of these journals to the original instruments, because the Act does not require the court in which judgment is authorised to be entered up to be stated. The information, however, appears in the journals.

"In consequence of the formalities required by 1 & 2 Vict. c. 110, s. 9, on the execution of warrants of attorney and cognovits, and of the facility given by the Acts for ascertaining whether debtors had given such securities, resort was generally had to another instrument not trammelled with the same legislative formalities. I refer to a judge's order, which, for all practical purposes, has the same force and effect as a warrant of attorney, the only difference being, that, as in the case of a cognovit, an action must be pending to warrant it. In the year 1841, the question was raised before the Court of Common Pleas, as to the validity of judgments by consent under judges' orders. The case to which I refer is *Stevens* v. *Miller*, 3 M. & G. 228. In that case, it was contended that the judge's order was an evasion, or rather the proceedings under it were an evasion, of the 1 & 2 Vict. c. 110, s. 9, which requires the presence of an attorney when a cognovit or warrant of attorney is executed. The Court, however, disallowed the objection, the Chief Justice Tindal observing that 'such orders were seldom allowed to be drawn up until the judge by whom they were made had had the parties before him, thereby excluding the danger of those evils arising, which it was the object of the Legislature, in the case of cognovits and warrants of attorney, to prevent. Such orders are neither within the terms nor within the meaning of the statute.' The Court of Exchequer also so decided, in *Brain* v. *Mason* (9 Dowl. 749). Judges' orders, therefore, being established upon a firm footing by these decisions, were generally adopted. They were not, however, long permitted to enjoy an immunity from the publicity to which warrants of attorney and cognovits were subjected; for by the Bankrupt Law Consolidation Act, 1849, 12 & 13 Vict. c. 106, s. 137, it was enacted

"That every judge's order, made by consent given after the commencement of this Act by any such trader defendant in any personal action, and whereby the plaintiff in such action shall be authorised forthwith after the making of such order, or at any future time, to sign or enter up judgment, or to issue or take out execution in such action, and whether such order shall be made subject to any defeasance or condition or not, in case the action in which such order shall be made shall be in the Court of Queen's Bench, or in case the action wherein the same is made shall be in any other court, a true copy of such order shall, together with an affidavit of the time of such consent being given, and a description of the residence and occupation of the defendant, be filed with the officer acting as clerk of the docquets and judgments in the said Court of Queen's Bench within twenty-one days after the making of such order, in like manner as a warrant of attorney in any personal action, and a cognovit actionem given by any defendant in any personal action, or copies thereof and affidavits of the execution thereof respectively may be filed with the said clerk within the space of twenty-one days after such warrant of attorney or cognovit actionem shall have been executed; otherwise such judge's order, and any judgment signed or entered up thereon, and any execution issued or taken out on such judgment, shall be null and void to all intents and purposes whatever; and the provisions respectively contained in the said Act passed in the third year of the reign of his late Majesty King George the Fourth, intituled 'An Act for preventing Frands upon Creditors by secret Warrants of Attorney to confess Judgment,' and in an Act passed in the Parliament holden in the sixth and seventh years of the reign of her Majesty, intituled 'An Act to enlarge the Provisions of an Act for preventing Frands upon Creditors by secret Warrants of Attorney to confess Judgment,' for liberty to file warrants of attorney and cognovits actionem, or copies thereof, with the clerk of the docquets and judgments, and for the said clerk to make certain entries and search in relation thereto, and for entering satisfaction thereon, and for fees for search and filing and taking office copies, shall extend and be applicable to every such judge's order in like manner as to warrants of attorney and cognovits actionem mentioned in the said Acts.

"It will be observed, that, under this Act, the fees payable in respect of searches for judge's orders are the same as those payable under the 3 Geo. 4, c. 39, and 6 & 7 Vict. c. 66, for searches for warrants of attorney and cognovits. Now, referring again to these journals, it will be found that they give the particulars which, by the first-mentioned Act, are required to be kept only in the book mentioned in the 5th section of that Act, and for a search in which book a fee of 6*d.* is payable in respect of each person. They give the name of the court, date of the order, amount for which given, when order filed, defendant's name, trade, and address, and plaintiff's name.

"By the 18th section of 15 & 16 Vict. c. 54, intituled 'An Act to facilitate and arrange Proceedings in County Courts,' it is enacted,

"That a registry of every judgment entered in the county courts for the sum of £10 and upwards shall be formed in such manner, in such place, and under such regulations, as the Commissioners of her Majesty's Treasury shall appoint, and that for the inspection of the said register when formed, such fees shall be charged to persons desirous of inspecting the same as shall be appointed by the said Commissioners, and the proceeds of such fees shall be applied in such manner as the said Commissioners shall appoint in paying the expenses incurred in establishing and maintaining the said register, and the surplus of such fees, after providing for the payment of such expenses, shall be paid over to the credit of the Consolidated Fund of the United Kingdom of Great Britain and Ireland.

"The following is a list of fees to be taken by this Act:—

	s.	*d.*
For every search for judgments, each name	0	6
For every search for protection petitions	0	6
For forty searches to be made within two months, to be paid in advance	10	0
For every certificate of search obtained either through the clerk of the court or by letter to the registrar, for each name	1	0
For having the record removed from the register	0	6

"We now come to the 17 & 18 Vict. c. 36, intituled 'An Act

for preventing Frauds upon Creditors, by secret Bills of Sale of Personal Chattels.' The preamble is as follows:—

"Whereas frauds are frequently committed upon creditors by secret bills of sale of personal chattels, whereby persons are enabled to keep up the appearance of being in good circumstances and possessed of property, and the grantees or holders of such bills of sale have the power of taking possession of the property of such persons, to the exclusion of the rest of their creditors; for remedy whereof, be it enacted' &c.

"The 1st section of this important Act then directs the filing of every bill of sale, or a copy thereof, of personal chattels, with an affidavit, &c.

"Sect. 3 directs that the officer acting as clerk of the docquets and judgments in the Court of Queen's Bench

"shall cause every bill of sale, and every schedule and inventory annexed or referred to therein, and every copy filed under the provisions of the Act, to be numbered, and shall keep a book or books in his office, in which he shall cause to be fairly entered an alphabetical list of every such bill of sale, containing therein the name, addition, and description of the person making or giving the same, or in case the same shall be made or given by any person under or in the execution of process, then the name, addition, and description of the person against whom such process shall have issued, and also of the person to whom or in whose favour the same shall have been given, together with the number, and the dates of the execution and filing of the same, and the sum for which the same has been given, and the time or times (if any) when the same is thereby made payable, according to the form contained in the schedule to the Act, which said book or books, and every bill of sale or copy thereof filed in the said office, may be searched and viewed by all persons, at all reasonable times, paying to the officer for every search against one person the sum of sixpence, and no more; and that in addition to the last-mentioned book, the said officer of the said Court of Queen's Bench shall keep another book or index, in which he shall cause to be fairly inserted as and when such bills of sale are filed in manner aforesaid, the name, addition, and description of the person making or giving the same, or of the person against whom such process shall have issued, as the case may be, and also of the persons to whom or in whose favour the same shall have been given, but containing no further particulars thereof, which last-mentioned book or index all persons shall be permitted to search for themselves, paying to the officer for such last-mentioned search the sum of one shilling.

"This section, you will observe, is adapted or compiled from the 5th section of the 4th Geo. 4, c. 39, and from 6 & 7 Vict. c. 66. It requires two books to be kept, the first, as under the 5th section of the first-mentioned Act, to contain the names, additions, and descriptions of the persons making or giving bills of sale, of the persons to whom or in whose favour the same shall have been given, together with the number and the dates of execution and filing of the same, and the sum for which the same shall have been given, and the time or times (if any) when the same are thereby made payable. The fee for every search against one person is sixpence. Then there is a second book corresponding to the book kept as directed by 6 & 7 Vict. c. 66, containing only the names, additions, and descriptions of the persons making or giving bills of sale, or of the persons against whom process shall have issued, and also of the persons to whom or in whose favour the same shall have been given, but containing no further particulars thereof: the fee for searching this book is one shilling. Again, referring to the numbers of these journals, it will be seen that a search in the last-mentioned book would not supply the information given. They give the dates of bills of sale, amounts for which given, dates of filing, the names, trades, and addresses of the parties giving the same, and to whom given, so that reference must have been made to the first-mentioned book, for which a fee of sixpence is payable in respect of the name of each person appearing in the lists.

"Having now referred to the several Acts of Parliament, I propose showing, first, that such publications are an abuse of the privileges given to creditors by such Acts, and are therefore opposed to public policy; secondly, that these publications are a contempt of the courts whose proceedings they expose; and thirdly, that by such publications the fee funds of the courts are deprived of the fees, which, according to my interpretation of the several Acts, ought to be paid by every person obtaining the information contained in the books required by such Acts to be kept.

"At the commencement I called your attention to the preamble of the 3 Geo. 4, c. 39, intituled 'An Act for Preventing Frauds upon *Creditors*.' It recites, 'Whereas injustice is frequently done to *creditors*.' So also does the preamble to the Bills of Sale Act recite, 'Whereas frauds are frequently committed upon *creditors*.' Now, I contend that these Acts were passed simply for the purpose of enabling persons having dealings or transactions, or about having dealings or transactions with other persons, to acquaint themselves by searches in the several books directed by the before-mentioned Acts to be kept, whether such persons have given either of the securities by those Acts directed to be filed, whereby their personal security and property may be affected. It never was intended that public journals should exist for the avowed purpose of blazoning to the world the transactions of every individual who by pressure, or circumstances over which he may have no control, may be compelled to give either of the securities I have mentioned. If it had been the intention of the Legislature that the giving either of these securities should be made a subject of public notoriety, as by the common crier, or proclamation at Charing Cross, the object would have been effected as in every case where publicity is required by the Legislature—viz. by direct publication in the *London Gazette*, just as under 6 Geo. 4, c. 16, s. 6, declarations of insolvency were directed to be advertised, and as now adjudications in bankruptcy, vesting orders in insolvency, and assignments for the benefit of creditors, are by other Acts directed to be published.

"I admit that warrants of attorney, cognovits, and bills of sale do stand upon a somewhat different footing from judges' orders and county court judgments, because they are always, technically speaking, given voluntarily; whereas, when an action is once commenced, a judge's order is the only means by which it can be stayed if the plaintiff's attorney so insists.

"Now, with regard to bills of sale, it does frequently happen that a person in private life desirous of apprenticing a son, or otherwise desiring to advance a child in the world, can only obtain a loan for the purpose upon security of his household furniture. Such person may very well say, 'I have no objection to my name being entered in the books directed to be kept by the Act, because only persons who have, or who are about to have, transactions with me will search such books, and to them I can explain the circumstances which have compelled me to give the security.' And in very many cases it would turn out that such a security does not in the slightest degree affect the value of the personal security of the party giving the same: but what does the same person say when he is told that by giving one of these instruments his name is to be published to all the world? What he does say is this: 'Although I do not object to any person having transactions with me going and searching the proper books, yet I do object to the consequences which these journals produce, namely—that my neighbours and acquaintances may, if they should get hold of one of them, become acquainted with my private transactions, and draw conclusions unwarranted by actual facts.' Imagine the tale-bearer of a provincial town being a subscriber to either of these publications! A man of this kind, without ever having had, or intending to have, any pecuniary transaction with any one person in the town in which he resides, may become acquainted with the transactions of such of his townsmen as fall within the Acts of Parliament under consideration, and retail the information as matter of idle gossip, to the ruin of the parties whose names are recorded. Surely, such a state of things is not just!

"But take the case of judges' orders: the operation of this system of publication in these journals has, within my personal experience, been productive of the most disastrous consequences to traders. The transposition of the names of traders from *Perry's Private List*, or the *London Trade Protection Society's Journal*, to the columns of the *London Gazette*, may frequently—very frequently—be seen in a few weeks or months, not as the result of actual insolvency at the time of giving the recorded securities, but as the natural consequence of the destruction of their credit by the announcement of such securities in the journals mentioned. It has happened to every attorney to have been consulted by a client against whom, from ill-feeling or other causes, a writ has been issued without any previous notice being given, or opportunity afforded, to pay the amount demanded. In many cases the amount claimed is justly disputed; but a defendant is perhaps advised and determines to put up with an imposition, or arrives at an appreciation of the incorrectness of his own views of the facts and law, upon which, previously to commencement of the action, he resisted the demand.

"Now, unless the plaintiff's attorney consents to arrange the costs and take the amount and debt, it becomes necessary to serve a summons to stay, on which an order is made; for by the practice of the Masters, they will only tax costs upon a judgment, judge's order, or other authentic instrument giving a plaintiff or defendant costs. The words of the Act are, 'That every judge's order made by consent given by any trader defendant in any personal action, whereby any plaintiff in such action shall be authorised forthwith after the making of such order, or at any future time, to sign or enter up judgment,' shall be filed. So that, whether time be or be not given, if defendant is a trader, whenever by consent a judge's order to stay in a personal action is given, it must be filed—and what prudent attorney, unless he has known a defendant for years, will take upon himself to decide the question whether he is a trader or not—often a difficult question, occasioning elaborate arguments in Westminster-hall. A defendant at the time of giving an

order may not be carrying on any ostensible trade, but he may have have been a trader, and still liable for debts incurred during such trading; he may be, although ostensibly a private gentleman, a sleeping partner in a trading concern, and as such as liable to the bankruptcy laws as if he openly kept a shop for the sale of merchandise. Hence every attorney, wherever a judge's order by consent is given, files it, whether defendant be or be not ostensibly a trader, or whether time be or be not given. The consequence has been, that judges' orders—given by persons traders and not traders, in solvent and insolvent circumstances, for payment of sums in many cases not due, of sums the correctness of which in many cases could not be ascertained till after action brought, and which sums have been paid directly the costs have been ascertained by taxation—are frequently filed, and are afterwards published, to the ruin of such defendants as are traders, and to the serious prejudice of private individuals. I maintain, that it is not the registration in the books of the courts, pursuant to the Acts of Parliament, which produces these disastrous consequences, because, but for these journals, only persons immediately interested in the pecuniary affairs of others would obtain the information given by the registers of the courts. The Acts were passed, as I have shown, for the protection of creditors; and as in the Bankruptcy Courts, when you require to search the proceedings in any case, you are asked, 'Are you a creditor, or do you represent one professionally?' so I consider that a similar interrogatory ought to be put to every person requesting to search the official registers of these documents. It is the general diffusion of the information by these journals amongst uninterested persons having no right to it, which produces the injurious results to which I have adverted. If A., having or being about to have transactions with B., searches the books of the court, and finds a judge's order against him, he informs B. thereof, who has thereby an opportunity of explaining the circumstances under which such order was given; but by what possible means is A. to announce to the many thousands who read and note up these journals, that such order was given for a debt not due or disputed, and that the amount was paid the instant the costs were ascertained?

"One frequently sees, now-a-days, advertisements in the public newspapers, from defendants against whom judges' orders have been registered, explaining the circumstances under which such orders were given. The following letter from a highly respectable solicitor appeared in the *Times* of the 27th of March last:—

"PERRY'S LIST.

(To the Editor of The Times.)

"Sir,—In the list of judges' orders contained in the above circular for March appear the names of my clients, Messrs. Samuel Hood & Son, iron-merchants, 68, Upper Thames-street, as having an order obtained against them; which, without the following explanation, is calculated seriously to injure their commercial credit:—

"The amount claimed by the plaintiff's solicitor (78*l.* 11*s.* 4*d.*) was disputed, and the sum owing (67*l.* 14*s.* 9*d.*) was offered (and ultimately accepted) on the same day the demand was received. A writ was issued on the following day for the larger sum; but my client's offer to pay not having been a strictly legal tender, I had no other course than to take out a summons to stay proceedings on payment of the smaller sum and the cost of the writ, which was done, and the plaintiff's solicitor then agreed to receive that amount, and a judge's order for payment was made in the usual course on Saturday, the 6th inst. The costs were taxed on Monday, the 8th, and the amount paid the same day.—Your obedient servant,

"14, South-square, Gray's-inn. JOHN STUART.

"No stronger illustration of the evils produced by these journals need be given than is to be found in Mr. Stuart's letter.

"The consequence of this state of things is, that the policy of the Legislature is actually defeated. Few attorneys will permit their clients to give judges' orders, even when time is required, because they know well that the announcement of such orders in these journals will have the effect of virtually stopping their client's business. A practice has now grown up, when time is required, of allowing judgment to go by default of appearance or plea, upon an understanding with, or undertaking by, the plaintiff's attorney, that execution shall not issue unless default be made in payment of the debt and costs, at the time, or by the instalments agreed upon. Hence there are many hundreds of judgments pending against defendants, which cannot be ascertained by their creditors, and whereby the policy of the Legislature is defeated.

"The practical working of these Journals has been recently (28th August, 1858), very amusingly illustrated, in an article in *Household Words*, intitled, 'Buying in the Cheapest Market,'* A gentleman, born and bred under the wing of political economy, being desirous of furnishing a house at the smallest possible cost, hits upon the following ingenious expedient for effecting his object. He says:—

"I had a certain sum of money at my disposal, and I knew that amongst the tradesmen to whom I must apply for the articles I required, there must be a large number to whom that money would be more than ordinarily welcome. I knew that in the ranks of trade there is always a large number of shopkeepers struggling to maintain a position without capital—embarrassed with writs, judges' orders, bills of sale, and county court judgments; and exposed to all the temptations which such a state of things must necessarily produce. The first step was to discover the names and addresses of these people; possessing which, I should then be on the high road to the cheapest market.

"In the City of London, conducted by a gentleman of the name of Perry, is an organisation established, I believe, for the protection of trade, called the Bankrupt and Insolvent Registry Office. One part of Mr. Perry's system is to send to subscribers of a small annual sum a printed list, about one each week, of the names and addresses of all persons whose trading difficulties have compelled them to give either a judge's order, a bill of sale, or to sign a county court judgment. The date of the execution of these instruments is carefully given, and every information that will enable you to form a judgment as to the pecuniary position and struggles of a large number of the traders of the country. I became a subscriber to Mr. Perry's office, and received my lists every week, which told me all, and more than, I required to know. In about two months, with a little trouble and diplomatic skill, aided by the all-powerful money that I had at my command—I furnished a large house from top to bottom in a style above the average, and at less than one-fourth of the usual cost. A couple of examples will explain sufficiently how this was done.

"Looking down my Trade Protection List one morning carelessly over the breakfast-table, my eye rested, amongst other things, upon the following record of commercial distress:—

"'JUDGES' ORDERS.

"'Enoch Baxter, Cabinet Maker, 58, Great Carcass-street, Sussex-town Judge's Order for £32 to Robert Dunham & Co.; dated April 14th, 1857.'

"After breakfast, I walked out, and a Sussex-town omnibus passing me at the moment, I took my place outside, and in half-an-hour's time I found myself walking leisurely up Great Carcass-street. I stopped before the window of No. 58, a small, unpretending shop, with no appearance of abundance in the interior, and no appearance of scarcity. There was a small display of fire-screens, couches, card-tables, easy-chairs, loo-tables, and a splendid marble-topped sideboard, which particularly struck my taste, and which I have now in my possession, placed in the post of honour in my luxurious dining-room. I opened the door, which clicked a small bell, and entered the shop, when I was immediately waited upon by a tall, quiet-looking, timid man, who turned out to be the proprietor, Mr. Enoch Baxter. It is impossible for me to explain why I did so, but at the moment when he advanced towards me, by a kind of impulse, I rattled loudly some loose gold that I had in my trousers' pocket, and the sound seemed to have an electrical effect upon Mr. Baxter's nerves. I asked to look at his Post Office London Directory, and as he informed me that he did not possess one, I observed his countenance assume a desponding expression of extreme disappointment. I asked the price of a music-stool, and his face brightened instantaneously with the hopeful expectation of a customer. These little surface indications taught me that Mr. Baxter was an easily-managed, impressible man, and I proceeded to manage him accordingly.

"'Noble piece of furniture,' I observed, alluding to the marble-topped sideboard.

"'Yes, sir,' he replied quickly, with great animation, 'one of the most finished things we ever turned out, and only sixty guineas.'

"'Ah,' I returned in a desponding tone, 'such sums are rarely spent upon single articles of furniture now, especially in these days of commercial distress.' The proprietor gave vent to a heavy sigh.

"'I should think,' I continued with a sympathising tone, 'that the neighbourhood you find yourself in is scarcely adapted to the class of articles you seem to produce?'

"'It is not, sir,' replied the proprietor; 'there is no local gentry, and our trade is cut up by the cheap, advertising rubbish shops in other parts of the town.'

"'Walnut?' I inquired, again directing my attention to the sideboard.

"'No, sir; pollard oak.'

"'Several large failures in the City again this morning,' I remarked, 'and the Bank rate of discount, I am told, is likely to go up to twelve per cent.' The gold, somehow, again clinked in my pocket.

"'Where will it all end?' sighed the proprietor.

"'Where?' I responded, walking round the sideboard.

"'Sir,' said the proprietor, in an almost affectionate manner, 'if you would really like that splendid article, I will knock off ten guineas, and put it in to you at fifty.'

"'These things,' I replied, 'are all regulated by the law of supply and demand, and the state of the money-market; if I offered you twenty-two pounds——'

"The mention of that peculiar sum (the amount of the judge's order) seemed to strike him with a sudden pang; and I think he staggered as he gasped out faintly——

"'No, sir, no; it would not pay the cost of the raw material.'

"The time, I considered, had now arrived for me to take the decisive step. I calmly took one of my address-cards from my pocket-book, and wrote upon it my maximum amount, five-and-twenty pounds.

"'There,' said I, as I placed it in the open hand of the hesitating proprietor, 'five-and-twenty-pounds; send the article home to that address and there is your money, cash on delivery.'

"Late at night I found the sideboard standing in my dining-room, and a receipt for twenty-five pounds lying on the table, signed in a somewhat tremulous hand, 'Enoch Baxter.'

"Encouraged by my success with the embarrassed cabinet-maker, I next experimented upon a pianoforte merchant, who, I found from my list, was suffering from a county court judgment for fifteen pounds eighteen shillings. He was a common, cunning-looking man, with a good deal of the mechanic in his appearance; and he gave me the idea of a working carpenter, dressed in a pianoforte-tuner's clothes. He was fetched, I presume, from a public-house to attend upon me; for he came in, smelling very strongly of tobacco-smoke.

"There was an instrument, noble in exterior, with all the latest improvements, delicacy of touch, metallic sounding-board, &c., upon which I fixed my attention, while the proprietor rattled over the keys with short, thick, grubby fingers, performing one of those brilliant flourishes peculiar to peo-

* See *Household Words*, vol. xviii. p. 256.

ple who undertake to exhibit the capabilities of a piano for the purpose of effecting a sale.

"I quietly inquired the price.

"'Well, sir,' said he, discontinuing his harmony, and looking up at me with his small sharp eyes, 'we couldn't make a finstrument of that kind to horder under seventy pund; but we bought it on the quiet from a man who shut up his shop, and bolted to Hostralia, and we can say fifty pund for it.'

"I saw the kind of man I had to deal with, and I did not indulge in any unnecessary negotiation.

"'Eighteen pounds,' I said, after examining the instrument, 'is what I can give for that piano.'

"'Make more for firewood,' returned the proprietor, shortly, closing the lid of the case.

"'That's my card,' I replied, giving him my address; eighteen pounds; at home any evening this week after eight.'

"I was right in my calculations. The next night, about half-past ten, I received a visit from the pianoforte merchant, who had a cart with the instrument waiting at the door.

"'Say twenty pund,' said he, 'and I'm your man.'

"'You have my bidding,' I replied, with dignity.

"'You warn't born yesterday,' he returned, with a wink; and, coming closer to me in a confidential manner, he continued, 'Keep it dark, you know; keep it dark.'

"Whether he paid off the county court judgment with the money I cannot tell, but I saw his name in the list of bankrupts a few weeks after this transaction: and at the examination before the Commissioner, there was a judicial rebuke about reckless trading, and making away with stock; which I, of course, could not help, as I was only carrying out the law of supply and demand, and acting upon the maxim of buying in the cheapest market.

"Now, I believe that this is not a mere exaggeration, but that many unfortunate traders whose names appear in these journals are similarly practised upon by equally sagacious and probably less scrupulous practical expositors of the maxim of 'buying in the cheapest market.'

"Before quitting this division of the subject, I would really suggest to the managing committee whether an endeavour should not be made to obtain some modification of the 137th section of the Bankrupt Law Consolidation Act in respect to judges' orders for payment of moneys forthwith, or within a certain number of days, *and which are so paid*. One can readily understand why orders for payment forthwith are required to be filed: for the reason that a plaintiff obtaining such an order may, by colluding with a defendant, or of his own motion, hold it over for any length of time, and at a favourable opportunity sign judgment, and sweep away the whole of a defendant's effects to the exclusion of other creditors. The pendency of such an order, therefore, is a circumstance of which any person dealing with a defendant has a right to be informed; but if the amount be paid immediately, or (as is usually the form of order where a defendant and his attorney reside in the country, to enable the agent to communicate to his principal the amount of taxed costs) within a few days after taxation, then there is no well-founded reason why the order should be filed, because immediately on payment of the amount secured thereby it ceases to be an incumbrance. Some such alteration as I have suggested appears to me to have become absolutely necessary in consequence of the decision of the Common Pleas in *Dimmock and Another* v. *Bowley* (27 L. J., C. P., 231; 3 Jur., N. S., 1059), that a plaintiff to whom a judge's order for payment of debt and costs is given is entitled to file it within the twenty-one days, even although the debt and costs have been previously paid to him pursuant to its terms.

"On the second division of the subject, viz. that these publications are a contempt of the courts whose records they expose, I have only to observe, that I have always understood it to be well-established that the unauthorised publication of the records of the superior courts is a high offence, punishable by fine or imprisonment. I have considered that the records of such courts are, strictly speaking, only open to the inspection of the parties immediately interested therein, and that the public have no general right of search. This principle appears to me to be very clearly deducible from the Acts of Parliament to which I have referred. But for the express permission given by these Acts, I conceive that no person would be entitled to search the documents directed to be filed, or the books directed to be kept. These documents are required to be filed, and these books to be kept, for the information of creditors, or persons having, or about to have, transactions with other parties—not to satisfy the idle curiosity of the public. Surely it is not consistent with the dignity of the courts that unauthorised transcripts of their records should be periodically published to the whole world. I repeat, again—for in my opinion it is a conclusive argument against the legality of these publications—that if such general publicity had been considered essential by the Legislature, a notification of the filing of these documents would have been directed to be made in the *London Gazette* or other public journals. If such authorised publications as these are permitted, what is to prevent parties from publishing weekly lists of all writs issued out of the superior courts? We all know that upon presenting to the officer of either court a writ for the impression of the seal of the Court thereon, a præcipe, containing the names of the plaintiff and defendant, is required to be left with him. The fee for searching the file of præcipes is sixpence for each county, so that by periodically searching these files the proprietors of these journals would be able to produce lists of all writs issued.

"Upon the remaining view of the subject, viz. that by these publications the fee-funds of the courts are deprived of the fees directed to be paid by persons obtaining the information contained in the books required by the several Acts to be kept, it seems to me that the courts have a kind of copyright in their records, from which copyright the fee-funds of such courts receive, or ought to receive, a great pecuniary benefit in the search fees required by the Acts to be paid by persons availing themselves of the right of search. Now these publications are a direct infringement of such copyright. The publishers, or proprietors, receive from their subscribers, and, as it were, appropriate to themselves, the fees which would otherwise be paid to the proper officers of the courts for the information which such publications contain. In strictness, any person reading one of these periodicals ought to pay the sum of sixpence for the name of every party contained in it, and without which payment he has no right whatever to the information. I submit, therefore, as a question materially affecting the dignity of the courts of law, and also as affecting even more materially the fee-funds of such courts, that the attention of the proper authorities should be called to the subject, and their immediate interposition requested.

"I certainly should like to be officially informed what search and extract fees are actually paid weekly at the several offices where these securities are filed. In the number of the *London Trade Protection Society's Journal* before me, there are particulars of eighteen warrants of attorney and cognovits, twelve judges' orders, 210 county-court judgments, and upwards of 220 bills of sale. The fees payable for searching the registers of these documents, according to my computation, amount to 11*l.* 10*s.*; besides which, there are the fees payable for searches for memorandums of satisfaction, Irish judgments, Irish warrants of attorney, extracts from the several public registries of recorded protests on bills and promissory notes in Scotland, &c. &c.; so that, altogether, I calculate the average of such fees at about £15 weekly; thus involving a certain annual expenditure to each proprietor for search fees alone of upwards of £750. But I further contend, that, in addition to these search fees, the parties ought to pay an extract fee, in respect of the particulars of each instrument extracted by them. For the fee of 6*d.* they have only a right to look at the name of one person, and the particulars of the security entered opposite to it. They have no right to copy out such particulars. If they require extracts, then the ordinary extract fees, which would, I calculate, exceed £750 per annum, are, I submit, payable. No person can doubt but that the clerks at the offices where these documents are filed are well aware of the existence of these journals, and that they are personally acquainted with their representatives, who must be in daily, if not hourly attendance, at the offices, waiting to collect the latest intelligence for publication. Monstrous as it may seem, yet it is actually the fact, that in *Perry's Private List* there is a column headed "Latest Intelligence," in which every warrant of attorney, bill of sale, judge's order, &c., given up to the time of publication, is recorded. It would be impossible for men to be in attendance at the offices of the courts day after day, engaged for long periods of time copying out folio after folio (the particulars given in one of these journals I have had calculated, and find that the same amount to upwards of 180 folios) without being well known to the public officers. Far be it from me to impugn the conduct of any parties, but, at the same time, I must say that I am unable to conceive how persons can obtain the information contained in these journals without some facility or assistance being given to them. It seems to me, that no person has a right to go and say, 'I want to search for all warrants of attorney, cognovits, judges' orders, and bills of sale, filed from a certain period to this day;' and it is only by such a general search that the information given by these journals can be obtained. For example, by what power of divination could the representatives of these journals discover that Thomas Smith, of Birmingham; John Jones, of Manchester; Frederick Robinson, of Liverpool; or William Smith, of Threadneedle-street, had given either of these securities, so as to be enabled to search against them. I contend that the Queen's Bench officer ought not to permit the books, except the shilling-search books, to be searched by any person who previously to such search is not

prepared to give the name of the person against whom he wishes to search. It would be well that the authorities should establish a regulation that every person requiring to make a search should hand in to the officer a præcipe, giving the name of the party, and the instrument sought to be searched; by this means an authentic record of the number of searches made would be preserved.

"Having now brought the subject fully under your consideration, permit me to express my opinion that the influence and energies of this association cannot be more usefully employed than in procuring the adoption of such rules and regulations in the offices where these documents are recorded, and, if considered necessary, such alterations in the Acts of Parliament, as shall render impossible a recurrence of the evils to which I have called your attention. It may be said, that this subject more immediately concerns the general public than our profession; but I conceive that this association was not established for the mere purpose of advocating topics of professional interest and pecuniary importance—to investigate the necessity for, and promote reform in, every branch of the law; to point out and co-operate in the correction of abuses, and to render the profession worthy the esteem and confidence of the public—these are the objects which are, I believe, and will, I trust, ever continue to be, held in view by its members."

"Since writing the above, I have found, upon personal inquiry, that the books kept by the officer of the Court of Queen's Bench are not in compliance with the requirements of the Acts. A few days since I attended, with two of my clerks, at the Judgment Office of the Court of Queen's Bench, and requested to be permitted to search the book which, under 6 & 7 Vict. c. 66, is required to be kept, and to be open for inspection on payment of a search-fee of one shilling; and also the book required to be kept under the Bills of Sale Act, and for which a search-fee of one shilling is also to be paid. I was answered that only one book was kept under each Act, and that I must pay a shilling for each search against each name. I remonstrated with the clerk, explaining to him that I required the books required by the Acts to be kept, and for which a search-fee of one shilling is payable. He repeated that no such books were kept, and that I must pay a search-fee of one shilling for the name of each person against whom I wished to search. I, however, explained to him, by reference to the Acts, that sixpence was the proper fee for a search against each person; and it was not until I had formally tendered the sixpence that the officer would waive his claim of one shilling."

Juridical Society.

This society met on the 20th inst CHARLES CLARKE, Esq., in the chair.

Mr. T. CHAMBERS, the Common Serjeant, read a paper on "The Institution of Grand Juries," in which he explained the origin of the grand jury system, its constitution, and extent of jurisdiction. Latterly, he said, the system had been denounced as worthless, and charged with many abuses, of which he would not deny the existence; but were they of such weight as to justify the total rejection of the system? Unless it was beyond amelioration, it should not be abolished, as it might yet serve some good end. It was his opinion that all those possible abuses could be easily remedied. The worst was the possibility of one man surreptitiously, and on an ex parte statement, getting a bill of indictment found against another through some corrupt or malicious motive. The corrective for that would be to bind the prosecutor in heavy recognisances to prosecute the case before the petty jury, and, in the event of the charge proving false, prosecute him for perjury. Until all means of improvement had been tried without success, it would be dangerous to destroy an institution which had been for 1000 years fitted nto the framework of our constitution; for in its constitutional aspect it assumed the greatest importance. It was a protection to the subject; for, without its finding that there was a primâ facie case of guilt, no man could be put either by his fellow-citizen or by the Crown to the disgrace of a public trial. In perilous times, when there were contests between privilege and prerogative, questions of the greatest political importance were brought under the consideration of grand juries, and that too under circumstances very favourable to their correct solution; and when in sympathy with an oppressed people they ignored a bill of indictment, they rebuked the Crown; and, on the other hand, when they found such a bill, they repressed the lawlessness of the mob. Thus, they often saved authority from a more mortifying defeat by stopping these proceedings, and saved liberty from discredit by chastising its excesses, and did so better than any other tribunal possible. It was true that those who wished to abolish the jurisdiction of the grand juries in ordinary criminal cases would retain it in State Trials; but who was to define what State Trials were, when a large class of social offences partook largely of the character of offences against the State? Another merit was, that it presented a means by which officials, guilty of malversation, might be made amenable to justice. Its great recommendation, however, was its popular character, and it was because the popular, rather than the professional element was so largely engaged in the administration of justice in these countries, that the decisions of our courts of justice enjoyed the confidence of the public. A long discussion followed, in which the Chairman, Mr. Heath, Mr. Prendergast, Mr. W. E. Clarke, and Mr. Bennett supported the views of Mr. Chambers, and in which Mr. Swanston and Mr. Westlake took the opposite side, and argued in favour of a professional inquiry of first instance.

Review.

Chitty on Bills of Exchange, Promissory Notes, Cheques on Bankers, Bankers' Cash Notes and Bank Notes, with References to the Law of Scotland, France, and America. The Tenth Edition. By JOHN A. RUSSELL, LL.B., and DAVID MACLACHLAN, M.A., Barristers-at-Law. London: Sweet; Stevens & Norton. 1859.

The original edition of this treatise, one of the best-esteemed of the veteran Joseph Chitty's performances, being older than the present century, may be said to belong to a time whereof the memory of most amongst us runneth not to the contrary; and a very considerable period has elapsed since the work was last presented to the profession by the son of the author, in conjunction with Mr. Hulme. These editors have in their turn disappeared, and fresh men have undertaken to re-gild the old favourite. We proceed to give our opinion of the manner in which they have acquitted themselves of the task.

We doubt not that Messrs. Russell & Maclachlan felt conscious that they were incurring considerable responsibility in meddling with one of the best of our law classics, however necessary such interference may have become. And we are the rather disposed to this belief, by observing the business-like and methodical way in which they seem to have addressed themselves to the materials before them.

Of these materials, a huge and undigested heap of fresh judicial decisions upon almost every point in this branch of the law, formed the chief part; for although (especially within the last session or two) certain enactments have passed of a direct and very important bearing on the subject of the treatise, the greater number of the acts cited by the editors, of a date more recent than that of the ninth edition, touch that subject only in common with many other branches of law; as where, for example, bills and notes happen to be specified in the Bankruptcy Consolidation Act of 1849; or share with other choses in action the benefit of the remedial reforms, provided by the Common Law Procedure Acts of 1852 and 1854.

Among the few statutes which deal with, or contain clauses affecting, bills of exchange and promissory notes to the exclusion of other negotiable securities, the most important are the 18 & 19 Vict. c. 67, and 19 & 20 Vict. cc. 60, 97. Let us, therefore, see how these have been treated in the work under our notice.

The first-mentioned of these statutes, entitled "An Act to facilitate the remedies on Bills of Exchange and Promissory Notes, by the prevention of frivolous or fictitious defences to actions thereon," was passed to obviate a grievance which, at every succeeding sittings and assize, used to irritate the lovers of justice. Prior to the year 1855, it was in all cases competent to a dishonest acceptor or maker of one of these instruments which had become payable, to put the holder thereof to considerable trouble and delay in recovering his money, by the simple device of pleading to the declaration instead of allowing judgment to go by default. The whole labour and outlay fell, thenceforth, on the unfortunate plaintiff; who had to enter his cause, to have in attendance the witnesses necessary to prove the defendant's liability, and to advance a counsel's fee at the trial itself, a ceremony at which the defendant did not appear, and, in truth, at no time had the smallest intention of appearing. He gained, by this expedient, time and the chance of the realisation of Micawber's hope that "something would turn up," while (being probably already a hopeless insolvent) it mattered little enough to him that the costs in the action should be unnecessarily swollen. On the other hand, the plaintiff lost as much as the defendant gained

and, perhaps, had, in the event, a heavy attorney's bill of his own added to the sum already lost on the dishonoured security. This inconvenience is now, however, completely removed by the Summary Procedure Act; and this, by the sensible expedient of not allowing a man sued on a bill or note to defend the action, unless he can convince a judge that he ought to be allowed to do so. The Act has been now some time in operation, and we have never heard its utility questioned, or that its provisions have pressed with undue severity on the debtor. The only growlers are the junior bar, whose circuit gains have considerably diminished with the number of undefended causes on these instruments.

To an account of this statute, Messrs. Russell and Maclachlan have devoted a chapter in that part of the work which treats of the remedies on a bill, note, or cheque. The provisions of the Act are not of a kind to give rise to many questions being raised thereon, or to admit of any great display of acuteness on the part of its expositors. Yet we observe, with pleasure, that the few decisions which have thrown light upon the practice under it, have been carefully and fully noted.

The other statutes above specified, viz. the "Mercantile Law Amendment Acts" of 1856, contain a variety of provisions of much importance, some of which require careful handling in any treatise on bills of exchange and similar securities. These Acts (60th and 97th chapters of the 19 & 20 Vict.) though clumsily enough separated in their position in the statute book, have yet an intimate connection with each other—the first being intended to introduce into Scotland all that is good and peculiar in the mercantile law of this country; the other being intended to return the compliment by borrowing for England the choice bits of the Scotch system. With reference, however, to bills of exchange and notes, the English Act contains only two clauses, and these effect improvements which, by the Scotch Act, are also introduced, for the first time, into the law of the sister country. These are the 19 & 20 Vict. c. 97, ss. 6 & 7; by the first of which it is enacted that every acceptance must, for the future, be in writing on the bill; or if there be more than one part of such bill, then on one part thereof; and that the acceptance must also now, in all cases, be signed by the acceptor or some person duly authorised by him. The former law as to these matters was complicated and arbitrary. Thus, though since the year 1821 an "inland" bill must have an acceptance in writing thereon, it has not hitherto been essential that such acceptance should, in all cases, be signed by the acceptor or his agent. It has been held sufficient that words of acceptance should have been written across the bill by the drawee. Again, a "foreign" bill need not even have had any words purporting an acceptance written across it, but might have been accepted verbally or in writing by any collateral document as well as by writing on the bill itself. The state of the former law as to constructive or partly constructive acceptances, as well as the precise effect of the recent change, is fully and clearly explained by the editors at pp. 196—198 of the work; and they also here notice the other alteration in the Act of which we are speaking, by which every bill or note drawn or made in any part of the *Channel Islands*, being part of the dominions of her Majesty, if made payable in, or drawn on any person resident in, any part of the United Kingdom, or of such islands, shall for the future be deemed to be an "inland" bill, for all purposes except those of the stamp laws; under which a bill purporting to be drawn in one of the Channel Islands is "foreign," and must, consequently, be stamped by the holder before being negotiated in the United Kingdom, though it does not require a stamp before it is drawn or issued. We may observe, in passing, that if the words used in 19 & 20 Vict. c. 97, be examined, there will appear to be some confusion (the error, probably, of the draftsman), caused by commencing the section in question with speaking both of bills of exchange *and notes*, and proceeding, at the end, to speak of bills only. The mistake (if it be one) does not appear in the analogous provision of the Act passed to improve the law of Scotland (c. 60, s. 12).

This last-mentioned statute has no less than seven sections on the law of bills and notes, some of which are imported from our own law, to the manifest improvement of that of our northern neighbours; and such of these provisions as are borrowed from us are duly posted up by the editors in notes—a plan which, in a work exclusively for the use of English practitioners, is all that could be expected, or perhaps desired.

The statutes of which we have spoken are so intimately connected with the subject matter of the treatise, that their accurate and full treatment cannot be spoken of as being in itself any great merit; but yet when, after examining different parts of a fresh edition of a work of this kind, we find even a single important Act thoroughly kneaded into the original structure, and referred to at each of the proper passages, it is a tolerably sure indication of care and accuracy, with respect to more outlying materials. And we have no hesitation in expressing our conviction that the different Acts and parts of Acts passed since the publication of the last edition, and printed in the appendix, have been thoroughly sifted and satisfactorily disposed of, by Messrs. Russell & Maclachlan, in the course of their labours.

Turning now to the other portion of the materials before them, viz. the decisions of the courts for a period of about eighteen years, the result appears to be equally satisfactory. Here, too, we ground our favourable opinion, chiefly on the thorough way in which the reports have been ransacked with reference to one or two points on which we happened to know there had been litigation, and which we selected for examination in consequence of that knowledge.

One of these is as to the proper party to sue on a bill or note upon the death of the holder thereof. The general rule, of course, is clear enough, viz. that the right of action is vested in the holder's personal representatives. But in a recent case, the holder had indorsed the note before death, but without delivering it to the indorsee; and the question arose, whether the indorsee's title to sue on the note could be made good by a delivery to him by the holder's executors. This was the case of *Bromage* v. *Lloyd*, in the Exchequer, confirmed by the subsequent decision in the same court, *Gough* v. *Findon*; and the point is neatly put, and in its proper place (p. 142) by the editors. We may observe, however (though rather to show that we have taken some pains to probe thoroughly than as censuring an omission, for which there may have been sufficient reason), that there is a decision in the Queen's Bench nearly contemporaneous with *Gough* v. *Findon*, which seems to us to have been lost sight of: we allude to *Bishop* v. *Curtis*,* where it was held that a holder cannot pass by his will to his legatee a right of suing on a bill or note specifically bequeathed to him. We think that an express declaration by the Court to this effect, though of a doctrine abundantly clear, might properly have been mentioned as a corollary to the general rule, that the right to sue on a bill or note passes to the executor or administrator. If, however, the Table at the commencement is to be trusted, the editors have not thought proper to mention this case anywhere; which, in our judgment, is a mistake.

Another instance of the same kind occurs in a subsequent part of the work. The case of *Emmett* v. *Tottenham* has, with much propriety, been carefully treated by the editors, and is referred to in five different places. The point determined here was, that it is essential that the plaintiff in an action on a bill or note should be a bonâ fide holder, and not merely a man of straw, to whom a colourable delivery is made, for the convenience of one not willing to sue in his own name. One mode of testing this, is by traversing the indorsement; which not only puts in issue the genuineness of the signature, but the fact of the delivery, and the intention with which that delivery was made. Accordingly, we find *Emmett* v. *Tottenham* duly noted at p. 383 (among other places), where the effect of a plea traversing the indorsement is considered; but no reference is here made to the cases of *Gill* v. *Lord Chesterfield*, and *Sainsbury* v. *Parkinson*, upon the authority of which the decision arrived at in *Emmett* v. *Tottenham* was expressly grounded by the Court. We repeat, however, that the few omissions which we have been able to detect, so far from being evidences of carelessness, highly redound to the credit of the editors, who have, doubtless, been obliged to exercise some selection, owing to the abundance of cases more or less urgently calling for observation. Indeed, even with regard to the two we have just mentioned, it is right to remark that the latter alone we believe has been reported, and that only in the *Law Times*.

In conclusion, it may be expected that we should offer some opinion on the relative merits of the two books on this subject now before the public. The work just resuscitated has been so long out of date, and the shorter treatise by Mr. Justice Byles has taken so firm a hold of the affections of the public, that we predict an up-hill fight before the ascendency of the earlier favourite will be re-established. In its present form, however, and enriched by the industry and care so evidently bestowed to adapt it to the exigencies of modern practice, we cannot but think that eventually it will "hold its own." If its appearance put the proprietors of the other work on their mettle, and impel them towards a fresh edition with more rapid steps than an unchallenged empire would have required, we, who look

* 21 L. J. (N. S.) Q. B. 391.

only in these matters to the interests of the profession, shall heartily rejoice in the rivalry. Whichever of the two works may be ultimately successful, the public can scarcely fail to be gainers by the contest.

Court Papers.

Court of Chancery.

SITTINGS.—Hilary Term, 1858.

LORD CHANCELLOR.

At Lincoln's Inn.

Tuesd. Jan.	11	App. Mtns. & Apps.
Wednesday	12	Petns. & Appeals.
Thursday	13	Appeals.
Friday	14	
Saturday	15	
Monday	17	
Tuesday	18	
Wednesday	19	App. Mtns. & Apps.
Thursday	20	Appeals.
Friday	21	
Saturday	22	
Monday	24	
Tuesday	25	
Wednesday	26	App. Mtns. & Apps.
Thursday	27	Appeals.
Friday	28	
Saturday	29	Petns. & Appeals.
Monday	31	App. Mtns. & Apps.

MASTER OF THE ROLLS.

At Chancery Lane.

Tuesd. Jan.	11	Motions.
Wednesday	12	Gen. Petn. Day.
Thursday	13	General Paper.
Friday	14	
Saturday	15	
Monday	17	
Tuesday	18	
Wednesday	19	Motions.
Thursday	20	General Paper.
Friday	21	
Saturday	22	
Monday	24	
Tuesday	25	
Wednesday	26	Motions.
Thursday	27	General Paper.
Friday	28	
Saturday	29	Gen. Petn. Day.
Monday	31	Motions.

Unopposed Petitions, Short Causes, Short Claims, Consent Causes, Claims, and Adjourned Summonses, every *Saturday*. The Unopposed Petitions will be taken first, and must be presented, and Copies left with the Secretary, on or before the Thursday preceding the Saturday on which it is intended they should be heard.

THE LORDS JUSTICES.

At Lincoln's Inn.

Tuesd. Jan.	11	App. Mtns. & Apps.
Wednesday	12	Appeals.
Thursday	13	
Friday	14	Petns. in Lun. & Bktcy., App. Petns., and Appeals.
Saturday	15	Appeals.
Monday	17	
Tuesday	18	
Wednesday	19	App. Mtns. & Apps.
Thursday	20	Appeals.
Friday	21	Petns. in Lun. & Bktcy., App. Petns., and Appeals.
Saturday	22	Appeals.
Monday	24	
Tuesday	25	
Wednesday	26	App. Mtns. & Apps.
Thursday	27	Appeals.
Friday	28	Petns. in Lun. & Bktcy., App. Petns., and Appeals.
Saturday	29	Appeals.
Monday	31	App. Mtns. & Apps.

Notice.—The days (if any) on which the Lords Justices shall be engaged in the full Court, or at the Judicial Committee of the Privy Council, are excepted.

V. C. Sir R. T. KINDERSLEY.

At Lincoln's Inn.

Tuesd. Jan.	11	Mtns. & Gen. Paper.
Wednesday	12	General Paper.
Thursday	13	
Friday	14	Petns. & Gen. Pap.
Saturday	15	Sht. Causes, Sht. Cls., Adj. Summs., & Gen. Paper.
Monday	17	General Paper.
Tuesday	18	
Wednesday	19	Mtns. & Gen. Pap.
Thursday	20	General Paper.
Friday	21	Petns. & Gen. Pap.
Saturday	22	Sht. Causes, Sht. Cls., Adj. Summs., & Gen. Paper.
Monday	24	General Paper.
Tuesday	25	
Wednesday	26	Mtns. & Gen. Paper.
Thursday	27	General Paper.
Friday	28	Petns. & Gen. Pap.
Saturday	29	Sht. Causes, Sht. Cls., Adj. Summs., & Gen. Paper.
Monday	31	Mtns. & Gen. Pap.

V. C. Sir JOHN STUART.

At Lincoln's Inn.

Tuesd. Jan.	11	Mtns. & Gen. Paper.
Wednesday	12	General Paper.
Thursday	13	
Friday	14	Petns. & Gen. Pap.
Saturday	15	Sht. Causes, Sht. Cls., & Gen. Pap.
Monday	17	General Paper.
Tuesday	18	
Wednesday	19	Mtns. & Gen. Pap.
Thursday	20	General Paper.
Friday	21	Ptns. & Gen. Pap.
Saturday	22	Sht. Causes, Sht. Cls., & Gen. Pap.
Monday	24	General Paper.
Tuesday	25	
Wednesday	26	Mtns. & Gen. Pap.
Thursday	27	General Paper.
Friday	28	Petns. & Gen. Pap.
Saturday	29	Sht. Causes, Sht. Cls., & Gen. Pap.
Monday	31	Motions.

V. C. Sir W. PAGE WOOD.

At Lincoln's Inn.

Tuesd. Jan.	11	Mtns. & Gen. Pap.
Wednesday	12	General Paper.
Thursday	13	
Friday	14	
Saturday	15	Petns., Sht. Causes, Cls., & Gen. Pap.
Monday	17	General Paper.
Tuesday	18	
Wednesday	19	Mtns. & Gen. Pap.
Thursday	20	General Paper.
Friday	21	
Saturday	22	Ptns., Sht. Causes, Cls., & Gen. Pap.
Monday	24	General Paper.
Tuesday	25	
Wednesday	26	Mtns. & Gen. Pap.
Thursday	27	General Paper.
Friday	28	
Saturday	29	Ptns., Sht. Causes, Cls., & Gen. Pap.
Monday	31	Mtns. & Gen. Pap.

Queen's Bench

Sittings at Nisi Prius in Middlesex and London before the Right Hon. John, Lord Campbell, Lord Chief Justice of Her Majesty's Court of Queen's Bench, in and after Hilary Term, 1859.

IN TERM.

Middlesex.		*London.*	
1st Sitting	Wednesday, Jan. 12	1st Sitting	Monday....Jan. 17
2nd Sitting	Wednesday „ 19	2nd Sitting	Monday.... „ 24
3rd Sitting	Wednesday „ 26		

For undefended Causes only.

AFTER TERM.

Middlesex.		*London.*	
Tuesday	Feb. 1	Monday	Feb. 14

The Court will sit at 10 o'clock every day.

The Causes in the list for each of the above sitting days in Term, if not disposed of on those days, will be tried by adjournment on the days following each of such sitting days.

Exchequer of Pleas.

Sittings at Nisi Prius in Middlesex and London, before the Right Hon. Sir Frederick Pollock, Knt., Lord Chief Baron of her Majesty's Court of Exchequer, in and after Hilary Term, 1859.

IN TERM.

Middlesex.		*London.*	
1st Sitting	Wednesday Jan. 12	1st Sitting	Monday....Jan. 17
2nd Sitting	Wednesday.. „ 19	2nd Sitting	Monday.... „ 24
3rd Sitting	Wednesday.. „ 26		

AFTER TERM.

Middlesex.		*London.*	
Tuesday	Feb. 1	Monday	Feb. 14

The Court will sit in and after Term at 10 o'clock.

The Court will sit in Middlesex, at *Nisi Prius*, in Term, by adjournment from day to day until the Causes entered for the respective Middlesex sittings are disposed of.

Births, Marriages, and Deaths.

BIRTHS.

DEPREE—On Dec. 17, at No. 12 Bloomsbury-square, Mrs. C. Templer Depree, of a daughter.

MARRIAGES.

CONNOR—BOWERS—On Sept. 23, at the Cathedral church, Graham's-town, Cape of Good Hope, by the Lord Bishop of the Diocese, assisted by his chaplain, the Rev. E. Cornford, B.A., Frederick Connor, Esq., Captain 2nd or Queen's Royal Regiment, second son of the late Roderick Connor, Esq., Master in Chancery, Ireland, to Rosaline Mary Bowers, second daughter of Henry Bowers, Esq., Deputy Commissary-General.

HAMILTON—GLOVER—On Dec. 18, at Phillipstown church, by the Rev. W. Little, Dr. Edward Hamilton, of 128 Stephen's-green, Dublin, to Eliza, only daughter of Dr. Glover, Phillipstown, King's-county, and niece of Mr. Serjt. Glover.

MACNAGHTEN—MARTIN—On Dec. 18, at St. Peter's, Eaton-square, by the Rev. J. Hamilton, incumbent of St. Michael's, Edward Macnaghten, Esq., of Lincoln's-inn, Barrister-at-Law, Fellow of Trinity-college, Cambridge, second son of Sir Edmund Workman Macnaghten, Bart., of Dundarave, county Antrim, Ireland, to Francis Arabella, only daughter of the Hon. Sir Samuel Martin, one of the Barons of her Majesty's Court of Exchequer.

MILLER—WALKER—On Dec. 18, at Leamington Priors, by the Rev. Thomas Bowen, M.A., Robert Miller, Esq., Serjeant-at-Law, Judge of County Courts, to Louisa, widow of the late Edd. Dering Walker, Esq., M.D., of Orchard House, Teignmouth, Devon.

SIMPKINSON—WAGNER—On Dec. 14, at St. Leonard's-on-Sea, by the Rev. H. M. Wagner, Vicar of Brighton, uncle of the bride, Francis Guillemard Simpkinson, Esq., son of the late Sir Francis Simpkinson, Queen's Counsel, F.R.S., to Emily, younger daughter of G. H. M. Wagner, Esq., of St. Leonard's-on-Sea.

SPOFFORTH—LOUDON—On Tuesday, Dec. 21, at Christ Church, Cravenhill, Paddington, by the Rev. Philip Schofield, Markham Spofforth, Esq., of 61 Jermyn-street, St. James's, to Agnes, only child of the late J. C. Loudon, Esq.

YOUNG—FLADGATE—On Dec. 18, at All Saints' Church, Knightsbridge, by the Rev. Frederick Young, Charles Waring, second son of Henry Young, Esq., of Sudbury-grove, Middlesex, to Augusta Emma, second daughter of Francis Fladgate, Esq., Barrister-at-Law.

DEATHS.

BALGUY—On Dec. 16, at Duffield, near Derby, in the 77th year of his age, John Balguy, Esq., Q.C., Commissioner of the Birmingham District Court of Bankruptcy, Recorder of Derby, and for more than twenty years Chairman of the Quarter Sessions for the County of Derby.

BROUGHTON—On Sept. 17, at Sydney, N.S.W., aged 34, Robert Broughton, Esq., Solicitor, second son of the late Francis Broughton, Esq., of Falcon-square, London, Solicitor. He accidentally fell over the cliff at the South Head.

MATSON—On Dec. 14, at his residence, 289 Regent-street, London, in the 85th year of his age, John Matson, Esq., formerly Judge of the Admiralty Court at Dominica, and son of the late John Matson, Esq., for many years Chief Justice of that island.

WELCH—On Nov. 25, at Rosseau, in the Island of Dominica, in the 49th year of his age, Montagu Suart Welch, Esq., of the Middle Temple, Barrister-at-Law, youngest son of Martial Lawrence Welch, Esq., of Wyndham-place, Bryanston-square.

WITHAM—On Dec. 21, in the 67th year of his age, after a long and painful illness, of nearly three years' duration, Henry Witham, Esq., of Gower-street, Bedford-square, and of Lincoln's-inn, Barrister-at-Law, J. P. for the county of Middlesex, and for sixteen years Deputy-Assistant-Judge of the Clerkenwell and Westminster Court of Quarter Sessions.

Unclaimed Stock in the Bank of England.

The Amount of Stock hereinafter standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

Barker, Daniel Raymond, Esq., Bryanstone-square, Augustus Henry Bosanquet, Esq., Wimpole-street, and William Gaussen, Esq., Paper-buildings, Temple, £7327 : 9 : 8 ¾ per Cents. Reduced.—Claimed by William Gaussen.

Brooks, Benjamin, John Allen Powell, and Francis Broderip, Esqs., all of Lincoln's-inn, one dividend on £3800 3½ per Cents.—Claimed by Francis Broderip.

Nasmyth, Alexander, Esq., George-street, Hanover-square, two dividends on £23 : 12 : 4 per annum Long Annuities.—Claimed by Marian Nasmyth, Widow, sole executrix.

Prother, Emilia, Widow, Langhorn, Carmarthenshire, £1500 New 3½ per Cents.—Claimed by Rev. Edward Rambay Prother, the administrator.

Richardson, Sir William Henry, Knight, Chisel, Hants Norman Mac

LEOD, Ship Broker, Cornhill, and GEORGE HENRY STEPHENSON, Gent., Stock-exchange, £11,500 Consols.—Claimed by NORMAN MACLEOD and GEORGE HENRY STEPHENSON.

ROBERTSON, JOHN, Baker, Calthorpe-place, Gray's-inn-road, and SUSANNA ROBERTSON, his Wife, £2,398 : 13 : 1 Consols.—Claimed by JOHN ROBERTSON.

SARGENT, MARTHA, Spinster, servant to Lord Portman, £108 : 16 : 0 Consols.—Claimed by MARTHA SARGENT.

STEVENS, MATTHEW, Gent., Staines, Middlesex, EDWARD CROWLEY, Maltster, of same place, and ANTHONY LYON, Lighterman, Vauxhall, £2,224 : 4 : 2 3½ per Cent.—Claimed by JOHN LYON, acting executor of Anthony Lyon, who was the survivor.

TREVENEN, WILLIAM, Esq., Helstone, Cornwall, £609 New Four per Cents.—Claimed by Rev. WILLIAM JOHN TREVENEN, the administrator.

WARD, THOMAS, Shipowner, Cock-hill, Ratcliff, £2000 Consols.—Claimed by NORMAN M'LEOD and GEORGE HENRY STEPHENSON, the surviving executors.

WILSON, JOHN, Gent., Lytham, Preston, Lancashire, £3100 Reduced.—Claimed by DANIEL SPENCER, administrator.

WILSON, RICHARD GEORGE, Farmer, Lambourne Hall, Essex, four dividends on various sums of 3½ per Cents.—Claimed by RICHARD GEORGE WILSON.

YOUNG, WILLIAM, Gent., Alnwick, Northumberland, £3252 : 8 : 11 Reduced.—Claimed by Rev. THOMAS MICHAEL MACDONNELL, the administrator.

Railway Stock.

RAILWAYS.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Birk. Lan. & Ch. Junc..	..	..	..	67	..	..
Bristol and Exeter	94½	..	..	..	..	..
Caledonian.....	..	87½ ⅜ ½	88½	88 87½	87⅝ 8	..
Chester and Holyhead..	43½ ⅜ ½	43½ ½	41 3½	44 5 4½	46 5½	..
East Anglian	17	..	..	..	..	..
Eastern Counties	64½	63½ 4	64 4½	64 ½ ½	64 3½	..
Eastern Union A. Stock.	..	..	..	..	..	..
Ditto B. Stock	..	32½	..	..	..	..
East Lancashire	..	96½	..	..	..	..
Edinburgh and Glasgow	..	..	68½	..	..	..
Edin. Perth, and Dundee	28½	..	..	28½	..	..
Glasgow & South-Westn.	..	..	..	..	..	..
Great Northern	107	107½ 7⅜	107½	107⅜ 6½	106⅜ ⅜	..
Ditto A. Stock	..	93½ 3 ½	93⅜	..	92	..
Ditto B. Stock	134	134	..	134	135	..
Gt. South & West. (Ire.)	..	104½	..	..	..	..
Great Western	56 5⅜	56⅛ 5⅞	55½ ⅜ ½	55⅝ 6	55⅜	..
Do. Stour Vly. G. Stk.	..	..	..	..	..	..
Lancashire & Yorkshire	98½	98⅜ 9	98⅜	98⅞ ⅜	98⅜	..
Lon. Brighton & S. Coast	113	113	113 12½	113⅛	..	..
London & North-Wstrn..	95⅜ ⅛ ⅞	95⅜ 6½	96 5⅜ 6	96½ 6	95⅛ ⅜ ⅜	..
London & South-Westrn.	95⅜ ⅛	96	96 5⅜	96	95⅛ ⅛	..
Man. Sheff. & Lincoln..	..	38⅜	38½	38⅜	..	..
Midland	101½ ⅞	102⅛ ½	102 2½	102⅛	102⅜ ⅛	..
Ditto Birm. & Derby	..	..	..	74 5	..	..
Norfolk	..	..	..	..	..	..
North British	58	..	58⅜ ½	58⅜	..	..
North-Eastern (Brwck.)	..	94 ⅛	94 ⅛ ⅜	93⅝ 4½	..	..
Ditto Leeds	48½ ⅛	48⅜	..	..	..	..
Ditto York	76½ ⅛ ⅜	77 6⅜	77⅛	77⅛ 7	77 ⅛	..
North London	103	..	..	..	102	..
Oxford, Worc. & Wolver.	..	31 30½	..	..	31	..
Scottish Central	..	..	..	..	..	..
Scot. N.E. Aberdeen Stk.	..	23	28 ⅜ ½	..	..	..
Do. Scotsh. Mid. Stk.	..	..	..	..	..	..
Shropshire Union	..	..	..	..	..	..
South Devon	..	37 ½	..	..	..	..
South-Eastern	74⅜	75 4½	74⅜	75	76½	..
South Wales	..	..	75½ 6	..	..	..
Vale of Neath	..	91 3	90	..	..	..

English Funds.

ENGLISH FUNDS.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bank Stock	..	225½ 7	225 ½	224½	..	..
3 per Cent. Red. Ann...	97⅛ 7	97 ¼ ⅛	97 ⅛ 6⅞	97⅛ ½	97	..
3 per Cent. Cons. Ann..	..	..	..	..	..	..
New 3 per Cent. Ann..	97 6⅞	97 ¼	97 6⅞	97⅛ ½	97¼	..
New 2½ per Cent. Ann.	..	..	..	..	..	..
Long Ann. (exp. Jan. 5, 1860)	..	..	..	..	..	..
Do. 30 years (exp. Jan. 5, 1860)	..	..	..	..	..	..
Do. 30 years (exp. Jan. 5, 1830)	..	..	..	..	..	..
Do. 30 years (exp. Apr. 5, 1885)	..	18⅛	18⅛	..	..	..
India Stock	229	230	..	..	230	..
India Loan Debentures..	99⅞ 100	99⅞ ⅜	100	99⅞ ¼	100	..
India Scrip, Second Issue	..	..	..	..	..	..
India Bonds (£1,000) ..	16s p	15s p	..	16s p	16s p	..
Do. (under £1000).....	13s p	..	13s16s p	..	..	..
Exch. Bills (£1000) Mar.	35s39s p	..	36s39s p	..	36s p	..
Ditto June....	38s35s p	38s p	38s p	..	36s p	..
Exch. Bills (£500) Mar.	39s p	36s39s p	..	39s p	36s p	..
Ditto June....	..	39s p	..	..	36s p	..
Exch. Bills (Small) Mar.	39s p	36s39s p	39s p	..	36s p	..
Ditto June	38s39s p	..	36s p	36s39s p	36s p	..
Do. (Advertised) Mar.	..	..	..	..	..	..
Ditto June	..	..	..	..	..	..
Exch. Bonds, 1858, 2½ per Cent.	..	..	..	..	..	..
Exch. Bonds, 1859, 2½ per Cent.	..	100½	100½	..	..	..

Estate Exchange Report.

(For the week ending December 16, 1858.)

AT THE MART.—By Messrs. NORTON, HOGGART, & TRIST.

Copyhold, Villa Residence, Salway-hill, Woodford, with stabling, offices, &c.; and an enclosure of meadow land, 3a. 3r. 1p.—Sold for £2400.

By Messrs. FOSTER & SON.

Leasehold Residence, No. 5, Elizabeth-terrace, Westbourne-park; term, 99 years from Lady-day, 1850; ground-rent, £7 : 10 : 0.—Sold for £530.

Lease of Dwelling House, No. 9, Bloomsbury-square, with coach-house and stable in the rear, held for 6 years from Michaelmas, 1858; at rent of £80 per annum. Sold for £50.

By Messrs. DICKSON & DAVENPORT.

The Contingent Reversion to £4717 : 5 : 7, invested on mortgage, and in the 3 per cent. Consols, receivable on the death of a lady in her 40th year.—Sold for £310.

By Mr. THOMAS FOX.

An Annuity of £22 : 5 : 4, well secured upon a landed estate, payable quarterly during the lives of five persons, aged from 25 to 45 years, or the survivor of them.—Sold for £215.

By Messrs. BROMLEY & SON.

Leasehold Houses, Nos. 1 to 11, Frederick's-place, Bedford-street, Commercial-road; let at £145 : 12 : 0 per annum; term, 40 years from Michaelmas last; ground-rent, £25 per annum.—Sold for £925.

Leasehold Houses, Nos. 19, 20, 21, & 22, York-street, Bedford-street; let at £79 : 14 : 0 per annum; same term; ground-rent, £10.—Sold for £505.

Leasehold Houses, Nos. 11 to 16, Gray-street; let at £110 per annum; same term; ground-rent, £15 per annum.—Sold for £485.

By Messrs. BROWN & ROBERTS.

Leasehold Dwelling-house, No. 46, Shaftesbury-street, New North-road; let at £60 per annum; term, 47 years from Lady-day last; ground-rent, £8.—Sold for £545.

By Messrs. PRICKETT & SONS.

Freehold House, No. 11, Westmoreland-place, City-road; estimated value, £30 per annum.—Sold for £355.

By Mr. JOHN M. DEAN

Leasehold House and Shop, No. 40, Great Cambridge-street, and the adjoining house, No. 16, Kent-street, Hackney-road; let at £48 : 4 : 0 per annum; term, 44 years from June 24, 1844; ground-rent, £9 per annum.—Sold for £300.

By Mr. NEWBON.

Four Houses next the High-road, Merton, Surrey; held for 2000 years from December 4, 1830, at a peppercorn; let on lease at £20 per annum.—Sold for £345.

Freehold Plot of Building Land, Upper Sheen, near Richmond-park, Surrey; frontage, 105 feet.—Sold for £295.

Leasehold House, No. 7, Northampton-street, Lower-road, Islington; held for 89 years from Midsummer, 1829; ground-rent, £10.—Sold for £60.

AT GARRAWAY'S.—By Mr. ROBERT REID.

Freehold Cottage Residence, Surbiton-hill, Kingston-upon-Thames, also the garden-ground, forcing-houses, dwelling, stabling, and premises adjoining—in all 1¼ acres; the residence let at £40 per annum.—Sold for £1800.

By Mr. W. HOLLINGSWORTH.

Leasehold, Vine Cottage, Purser's-cross, Fulham; term, 21 years from Christmas, 1848; rent, £24 per annum; estimated value of £50 per annum.—Sold for £62.

Copyhold Cottage, Hounslow; let at £30 per annum.—Sold for £365.

Copyhold Plot of Building Land, adjoining the above.—Sold for £160.

London Gazettes.

Bankrupts.

TUESDAY, *Dec.* 21, 1858.

BAKER, WILLIAM, Horse & Cattle Food Manufacturer, 153 Cheapside; and of Reform-st. & Sackville-street, Hull, late residing at Albert-villa, Seven Sisters-road, Holloway (Henri & Co.) *Com.* Ayrton: Jan. 19, at 12. *Off. Ass.* Carrick. *Sols.* Bell & Leak, Kingston-upon-Hull. *Pet.* Nov. 16. Transferred from Basinghall-st. by order of Mr. Com. Evans, dated Dec. 9.

DAVIES, JOHN, Builder, 122 Tachbrooke-st. *Com.* Fane; Dec. 31, at 2; and Feb. 4, at 1; Basinghall-st. *Off. Ass.* Whitmore. *Sol.* Yonge, 138 Strand. *Pet.* Dec. 17.

DAY, WILLIAM ANSELL, Brickmaker, Hadlow House, near Mayfield, Sussex, and Money Scrivener, 18 New Bridge-st., London. *Com.* Fonblanque: Jan. 7, at 12.30; and Feb. 1, at 2; Basinghall-st. *Off. Ass.* Graham. *Sols.* Lawrance, Plews, & Boyer, 14 Old Jewry-chambers. *Pet.* Dec. 7.

HART, JOSEPH, Licensed Victualler, Queen's Head Public House, Waterlane, Blackfriars. *Com.* Fonblanque: Jan. 4, at 11.30; and Feb. 1, at 12; Basinghall-street. *Off. Ass.* Stansfeld. *Sols.* Dimmock & Burbey, 2 Suffolk-lane, Cannon-st. *Pet.* Dec. 17.

HATFIELD, JOHN, Boarding & Lodging-house Keeper, late of 34 Park-st., Grosvenor-sq., now of 29a Albemarle-st., Piccadilly. *Com.* Holroyd: Jan. 1, at 1; and Feb. 1, at 12; Basinghall-st. *Off. Ass.* Lee. *Sol.* Munns, 10 Basinghall-st. *Pet.* Dec. 10.

HYSLOP, JAMES, Draper, Wellington, Somerset. *Com.* Andrews: Jan. 5 & 26, at 1; Queen-st., Exeter. *Off. Ass.* Hirtzel. *Sols.* Rodham, Wellington; or Stogdon, Exeter. *Pet.* Dec. 16.

MASON, ROBERT, Wholesale Stationer, 22 Bryan-st., Regent's-canal, Caledonian-rd. *Com.* Holroyd: Jan. 4 and Feb. 1, at 1; Basinghall-st. *Off. Ass.* Edwards. *Sol.* Buchanan, 13 Basinghall-st. *Pet.* Dec. 18.

MONTGOMERY, ARCHIBALD, Merchant, 3 Great Winchester-st., and High-st., Clapham (A. Montgomery & Co.) *Com.* Evans: Dec. 30, at 11; and Jan. 25, at 12; Basinghall-st. *Off. Ass.* Johnson. *Sols.* J. & T. Gole, 49 Lime-st.; or Evans & Son, Liverpool. *Pet.* Dec. 10.

PYE, GEORGE, Flax Dresser, Foundation-st., Ipswich. *Com.* Evans: Dec. 30, at 12.30; and Jan. 27, at 11; Basinghall-st. *Off. Ass.* Johnson. *Sol.* Philbrick, Girdlers' Hall, 39 Basinghall-st. *Pet.* Dec. 18.

RICHARDS, WILLIAM, Wire Work & Blind Manufacturer, 370 Oxford-st. *Com.* Goulburn: Jan. 4, at 1; and Feb. 7, at 11; Basinghall-st. *Off. Ass.* Nicholson. *Sols.* Tippetts & Son, 2 Size-lane, Bucklersbury. *Pet.* Dec. 16.

SHARON, FRANCIS, Nurseryman, Acre-lane Nursery, Acre-lane, Lambeth, late of 6 Oxford-ter., Park-rd., Clapham. *Com.* Fonblanque: Jan. 4, at 12.30; and Feb. 1, at 1; Basinghall-st. *Off. Ass.* Stansfeld. *Sol.* Mayo, 8 Milton-ter., Wandsworth-rd. *Pet.* Dec. 17.

SHARP, EDWARD, Miller, Pinchbeck. *Com.* Saunders: Jan. 4 & 25, at 10.30; Shire-hall, Nottingham. *Off. Ass.* Harris. *Sols.* Cartwright & Harvey, Spalding, or Freck, Rawson, & Browne, Nottingham. *Pet.* Dec. 11.

SMITH, WILLIAM, Fish Merchant, Runham, Norfolk. *Com.* Fonblanque; Jan. 7, at 1.30; and Feb. 1, at 12.30; Basinghall-st. *Off. Ass.* Graham. *Sols.* Lawrance, Plews, & Boyer, 14 Old Jewry-chambers. *Pet.* Dec. 14.

THOMPSON, JOHN, Publican, Slip Inn, Stainmoor, Brough, Westmoreland. *Com.* Ellison: Dec. 30, at 11.30; and Jan. 25, at 12; Royal-arcade, Newcastle-upon-Tyne. *Off. Ass.* Baker. *Sols.* Flower, Kirkby Stephen, Hoyle, Newcastle-upon-Tyne; or Capes, 1 Field-ct., Gray's-inn. *Pet.* Dec. 6.

BANKRUPTCIES ANNULLED.

TUESDAY, *Dec.* 21, 1858.

HARLEN, RICHARD HENRY, Farmer, Cardiff. Dec. 20.

BULL, RICHARD SMITH, Baker, Newcastle-under-Lyne. Dec. 9.

MEETINGS FOR PROOF OF DEBTS.

TUESDAY, *Dec.* 21, 1858.

ADAMSON, ROBERT HENRY, Wine & Spirit Merchant, 14 John-st., Berkeley-sq. (Robert Adamson & Co.) Jan. 13, at 11.30; Basinghall-st.

BILES, ROBERT, Rope & Twine Manufacturer, 4 South-pl., Upper Grange-rd., Bermondsey, and 32 Seething-lane, Great Tower-st. Jan. 13, at 11; Basinghall-st.

BURTT, GEORGE HARRIS DE, Merchant, 4 Birchin-lane. Jan. 13, at 12; Basinghall-st.

CLOUGH, ROBERT, Hosier, 130 Oxford-st. Jan. 14, at 11; Basinghall-st.

FORSDIKE, THOMAS THOMPSON, Carver & Gilder, 42 Piccadilly. Jan. 12, at 11; Basinghall-st.

PORTER, JOHN, Lace Manufacturer, Old Radford. Jan. 11, at 10.30; Shire-hall, Nottingham.

SMITH, JOSEPH, Dealer in Iron, 28 & 29 Broad-st., Lambeth. Jan. 13, at 12.30; Basinghall-st.

STAMPS, JAMES, Handsworth, and WILLIAM FISCH, sen., Tipton, carrying on business at Alton as Paper Makers. Jan. 13, at 11; Birmingham.

STRAUSS, LEOPOLD, Corn, Seed, & Flour Merchant, 37 Fenchurch-st., London, and 21 Rue du Bouloi, Paris, in copartnership with Daniel Strauss, Bordeaux (Strauss Brothers). Jan. 11, at 11; Basinghall-st.; joint est.

THUMWOOD, THOMAS, Innkeeper, Bush-inn, Farnham. Jan. 13, at 12.30; Basinghall-st.

WALTON, CHARLES, & WILLIAM WALTON, Ship & Insurance Brokers, late of 17 Gracechurch-st., now of 4 Clement's-lane (Charles Walton & Sons). Jan. 13, at 1; Basinghall-st.; sep. est. of each.

WOLF, WILLIAM, Baker, late of 38 Paradise-st., Rotherhithe, now of 8 Eaton-ter., Rotherhithe. Jan. 13, at 11.30; Basinghall-st.

WOOD, JOSEPH, Whitesmith, Bradford. Jan. 17, at 11; Commercial-bldgs., Leeds.

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting.*

TUESDAY, *Dec.* 21, 1858.

ADAM, JOHN, Wine & Spirit Merchant, 9 Old Fish-st. Jan. 12, at 12.30; Basinghall-st.

BILES, THOMAS GODSELL, Linen Draper, Cleveland-pl., Walcot, Bath. Jan. 17, at 11; Bristol.

BLUNT, JOSEPH, Money Scrivener, 42 Lothbury, then of 3 Winchester-bldgs., now of 13 Austin-friars. Jan. 12, at 1; Basinghall-st.

BRANSON, THOMAS PALMER, Grocer, Loughborough. Jan. 11, at 10.30; Shire-hall, Nottingham.

DALES, JOHN, & BENJAMIN DALES, Builders, 20 George-st., Westminster, and Times Wharf, Pimlico, also of Louth, and Canada West, North America. Jan. 12, at 2; Basinghall-st.

LUMSDON, JAMES, & WILLIAM LUMSDON, Chain & Anchor Manufacturers, South Shields (Edward Lumsdon & Son.) Jan. 12, at 12; Royal-arcade, Newcastle-upon-Tyne.

NAZER, DANIEL, Hatter, Snargate-st., Dover. Jan. 12, at 12.30; Basinghall-st.

SUDDEN, SAMUEL, Contractor for Public Works and Builder, late of Rochester, now of Millbank-st. Jan. 12, at 12; Basinghall-st.

WILKINSON, JOHN, & WILLIAM JOSEPH WILKINSON, Engineers, Wellington-st., Kingston-upon-Hull. Jan. 19, at 12; Townhall, Kingston-upon-Hull.

To be DELIVERED, *unless* APPEAL *be duly entered.*

TUESDAY, *Dec.* 21, 1858.

BULLIVANT, NATHANIEL, Victualler, Altrincham. Dec. 14, 1st class.

CHRISTMAS, CHARLES, Provision Merchant, 5 Farringdon-st. Dec. 6, 3rd class, to be suspended for 6 mos.

COLLINS, EDWARD BENJAMIN, Market Gardener, 2 Hereford-pl., Queen's-rd., New Peckham, and Arnold's farm, Charlton, Kent. Dec. 13, 2nd class, to be suspended for 19 mos. from Nov. 15.

GOODREW, JOHN PRINCE, Butcher, Bull's Head-passage, Leadenhall-market. Dec. 16, 2nd class.

MACKINNON, JOHN OG, Commission & General Agent, late of Liverpool, now a prisoner for debt at Lancaster Castle. Dec. 15, 3rd class, to be suspended for 9 mos. from Nov. 18.

WOOD, JOSEPH, Whitesmith, Bradford. Dec. 14, 1st class.

Creditors under Estates in Chancery.

TUESDAY, *Dec.* 21, 1858.

BURR, THOMAS, Yeoman, Ashwell, Herts (who died in June, 1857). Re Burr's Estate, Burr *v.* Burr, V. C. Wood. *Last Day for Proof*, Jan. 10.

DUFTON, JAMES, Broker, Leeds (who died in June, 1858). Dod *v.* Dufton M. R. *Last Day for Proof*, Jan. 11.

OTTE, ELEANOR, Spinster, 18 Queen's-ter., Bayswater (who died in April, 1858). Otte *v.* Golding, V. C. Kindersley. *Last Day for Proof*, Jan. 20.

ROEBUCK, ELIZABETH DIENEY, Widow, Wormley, Herts (who died in Aug. 1821). Re Roebuck's Estate, Roebuck *v.* Allen, M. R. *Last Day for Proof*, Jan. 14.

SIMPSON, THOMAS, Esq., Watsfield, Westmoreland (who died in Dec. 1850). Simpson *v.* Willan, V. C. Wood. *Last Day for Proof*, Jan. 12.

Assignments for Benefit of Creditors.

TUESDAY, *Dec.* 21, 1858.

EVERED, ROBERT, Victualler, Prince Regent Tavern, College-pl., College-st., Bristol. *Trustee*, H. Duffett, Brick & Tile Maker, Bristol. Creditors to execute before March 9. *Sol.* Plummer, Bristol.

GARDNER, EDWARD, Builder, Northampton. Dec. 17. *Trustees*, C. Mobbs, Plumber, Northampton; H. Smith, Plumber, Northampton. *Sol.* Becke, Market-sq., Northampton.

JAMES, THOMAS, Farmer, Noyadd, Maesear, Breconshire. Nov. 27. *Trustees*, J. Davies, Builder, Devynnock, Breconshire; W. Davies, Saddler, Devynnock. Creditors to execute on or before Jan. 1. *Sol.* Bishop, Wheat-st., Brecon.

JONES, JOHN, & WILLIAM JONES, Builders & Contractors, Towerlands-st., Edge-hill, Liverpool. Nov. 24. *Trustees*, J. Shimmin, Cooper, 150 Islington, Liverpool; W. Shimmin, Assessed Tax Collector, 36 Kensington, Liverpool. *Sol.* Atherton, 42 Barnet-st., Liverpool.

NEWBY, GEORGE HENRY, Draper, Stockton, Durham. Dec. 13. *Trustees*, W. Windle, Silversmith, Stockton; T. Maughan, Farmer, Preston, Durham; L. Roberts, Merchant, Manchester. Creditors to execute before March 13. *Sols.* Newby, Richmond, & Watson, Stockton-upon-Tees.

ROBERTS, RICHARD, Ironfounder, Stockport, Lancashire, also of Warrington (Williamson & Roberts). Dec. 7. *Trustees*, W. Hooley, Banker, Stockport; H. J. Walduck, Metal Broker, Stockport; J. Daniells, Agent, Manchester; H. Bowman, Leather Dealer, Manchester. *Sols.* Earle, Son, Hopps, & Orford, 6 Bond-st., Manchester.

Winding-up of Joint Stock Companies.

TUESDAY, *Dec.* 21, 1858.

UNLIMITED, IN CHANCERY.

HOME COUNTIES AND METROPOLITAN PERMANENT BENEFIT BUILDING SOCIETY, commonly called or known as the HOME COUNTIES AND METROPOLITAN FREEHOLD LAND SOCIETY.—V. C. Wood, on Dec. 1, appointed Henry Croysdill, Accountant, 84 Basinghall-st., Official Manager of this Company.

LIMITED, IN BANKRUPTCY.

LONDON AND BIRMINGHAM IRON AND HARDWARE COMPANY (LIMITED).—Mr. Com. Holroyd will, on Jan. 13, at 12, proceed to make a call of 5*l.* per share on the several persons settled on the list of Contributories of thi Company.

Scotch Sequestrations.

TUESDAY, *Dec.* 21, 1858.

BATCHELOR, JAMES, Plumber, Banff. Dec. 27, at 1; Fife Arms-hotel, Banff. *Sec.* Dec. 16.

MATHEW, JAMES, Innkeeper, Findhorn, Kinloss, lately Farmer, at Longcot; co. Elgin. Dec. 28, at 11; Fraser's-hotel, Forres. *Sec.* Dec. 17.

YOUNG, WILLIAM, & ALEXANDER FOTHERINGHAM (Young, Fotheringham & Co.), Ship Store & Export Provision Merchants, Glasgow. Dec. 21; at 1; Victoria-hotel, George-st., Glasgow. *Sec.* Dec. 16.

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Part II.—Vice-Chancellor the Hon. Sir WILLIAM PAGE WOOD. The Photograph taken specially for this Work by John Watkins.

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IN CHANCERY.

IN the Matter of Carew's Estate Act, 1857.—Pursuant to an Order of the High Court of Chancery, made in the above matter and Act, the BEDDINGTON PARK ESTATE, situate in the parishes of Beddington, Carshalton, and Mitcham, in the County of Surrey, will be put up for SALE by PUBLIC AUCTION, in suitable lots, in the month of ——, 1859 (of which sale further notice will be given), unless the said estate shall be sold by Private Contract in the meantime, with the approval of the Chief Clerk of the Master of the Rolls, to whom this matter is attached, the trustees of the said Act being at liberty to treat for a sale by Private Contract, subject to the approval aforesaid. The estate comprises the Beddington Park Mansion-house, deer park, and grounds, and the several other mansion-house, farm, and premises, containing in the whole an area of 3339a. 3r. 21p., with the Perpetual Advowson and Manor of Beddington, more particularly described in the printed particulars thereof, with plans, which may be had (price five shillings each), on application to John Greenwood, Esq., Solicitor, 7, Chandos-street, Cavendish-square, W.; William Augustus Ford, Esq., Solicitor, 43, Lincoln's-inn-fields, W. C.; Messrs. Janson, Cobb, & Pearson, Solicitors, 4, Basinghall-street, E. C.; Messrs. John & Joseph Nash, Auctioneers, Reigate, Surrey; and of W. J. Blake, Esq., Auctioneer, Croydon, Surrey. Dated this 26th day of November, 1858.

GEORGE WHITING, Chief Clerk.

J. GREENWOOD, 7, Chandos-street, Cavendish-square, W.
W. A. FORD, 43, Lincoln's-inn-fields, W. C.
MESSRS. JANSON, COBB, & PEARSON, 4, Basinghall-street, E. C.
} Solicitors in the matter.

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